The Solicitors' Journal

Vol. 105 No. 44 [pp. 915–934] NOVEMBER 3, 1961 [One shilling and ninepence

NOVEMBER 3, 1961

THE

SOLICITORS' JOURNAL

VOLUME 105
NUMBER 44

CURRENT TOPICS

The Queen's Speech

A VARIETY of legislation was foreshadowed in the Queen's Speech at the opening of the new session of Parliament on Tuesday. The most sensational item was the announcement of the Government's intention to take powers to strengthen the Army by extending the service of National Servicemen and recalling others. Of particular interest to lawyers will be the proposals to be presented to secure greater expedition and efficiency in the administration of criminal justice. The Road Traffic Bill is again to be introduced. In the social field Bills to be brought forward will deal with teachers' salaries, school-leaving dates and the award of grants to students; workmen's compensation supplements and administration of the family allowances, national insurance and industrial injuries schemes; development of National Health Service hospitals over the next ten years; and establishment of national training councils for health visitors and social workers. The limits of the liabilities to be assumed by the Export Credits Guarantee Department are to be raised in order to encourage exports. A Bill concerned with the reorganisation of British Railways will be presented. Proposals already made relating to the fishing industry are to be implemented. Immigration is to be controlled, and South Africa's new status provided for. Certain omissions from the Gracious Speech are as interesting as its contents. Lack of mention of measures to tax capital gains or to replace the Offices Act, 1960, for example, will not, however, preclude the Government from introducing them at a later date in the session.

The Ombudsman Again

"JUSTICE," the British section of the International Commission of Jurists, have published a reasoned and detailed case for the appointment of a Parliamentary Commissioner whose functions would be similar to those of the Scandinavian Ombudsman. It is true that modern economic and social conditions, irrespective of which party is in power, make it necessary to confer wide discretion on the executive. It follows that the power of the law to control and restrain the exercise of administrative powers is strictly limited. So long as a Minister and his civil servants keep within their statutory limits, act in good faith, follow prescribed procedures, and observe the rules of natural justice where required, there is nothing that the law and lawyers can do. The *Daily Mail* says it is "a little depressing to find a group of lawyers tacitly admitting that the law is not doing its job properly": this is an out-of-date view. No one suggests that every administrative decision should be appealable, but between breaches of the law at one end and the day-to-day running of

CONTENTS

the country at the other there is a large, amorphous field of discretion over which virtually the only control at present is political, exercised by Members of Parliament. That this control is not as effective as it should be is not due to lack of enthusiasm, because one of the cheerful features of our political life is the readiness with which Members of Parliament champion the rights of the individual whether their own party is in power or not: the real limitation lies in the absence of staff to assist back benchers to unearth and investigate complaints of maladministration. For nearly a century the House of Commons has had at its disposal the initiative and help of the Comptroller and Auditor-General in investigating those activities of the administration which can be expressed in financial terms. Basically the new proposal is to extend the same principle to other activities, particularly those involving the rights of the individual. While we have no doubt that the authors of the report are right not to ask for too much all at once, particularly when they propose that at the outset the Commissioner would receive complaints only from Members of both Houses of Parliament, we think they are being unduly cautious in suggesting that the Minister concerned should have power to veto an investigation and that the Commissioner should have no access to internal minutes. We hope that the Government will consider the proposal favourably. We publish a summary of the recommendations relating to the proposed establishment of a Parliamentary Commissioner at p. 934 of this issue. (The report is published by Stevens, 10s. 6d.)

Maintenance: the " Lump Sum " Payment

CAN a man properly enter into an agreement with his wife or ex-wife to pay her a lump sum in consideration of her renouncing for all time any rights she may have to a claim against him for maintenance? Many such contracts have been made, and no doubt fulfilled, but, since no private agreement can oust the court's jurisdiction to provide for a wife, they are unenforceable because they are against public policy: *Hyman* v. *Hyman* [1929] A.C. 601. However, if the court's jurisdiction is not ousted, but the terms of such an agreement are incorporated in an order of the court, then, once the capital sum has been paid, the wife is precluded from making any effective application to the court for maintenance: *Mills* v. *Mills* [1940] P. 124. This was the position until June this year, when MARSHALL, J., held that a wife who had entered into such an agreement (sanctioned by the court), and had received the lump sum, was nevertheless entitled to make a new application to the court for maintenance: *L* v. *L* [1961] 3 W.L.R. 544. The basis for this decision was s. 1 of the Matrimonial Causes (Property and Maintenance) Act, 1958, which empowers the court to make orders for maintenance not only *on* a decree, as formerly, but *at any time thereafter*. If this were the true effect of the 1958 Act, it seemed that many ex-husbands might find themselves threatened by the ghosts of financial responsibilities which they had long thought safely laid, perhaps by an act entailing considerable sacrifice on their part. But before the courts could be overwhelmed by the rush of ex-wives wanting to jump on the *L* v. *L* bandwagon, the case has been reversed by the Court of Appeal, as we report this week at p. 930, and the position is now as it was following the decision in *Mills* v. *Mills*. Since leave to appeal to the House of Lords has been refused, this is the last word on the subject. This is a happy result: it would be inconvenient and unjust for husbands and wives, and create difficulties for their legal advisers, if they could not enter with impunity into contracts, for their mutual advantage, to settle the question of maintenance once and for all by a lump sum payment. But it must be borne in mind that such a contract is still unenforceable *per se*; only if it is embodied in a court order can it be of any protection to the husband.

Meaning of " Article "

WHEN the case of *Longhurst* v. *Guildford, Godalming and District Water Board* was before the High Court ([1960] 2 Q.B. 265), LORD PARKER, C.J., held that water could be an " article " within s. 151 (1) of the Factories Act, 1937. His lordship found support for this decision in the observations of Scott, L.J., in *Cox* v. *Cutler & Sons, Ltd., and Hampton Court Gas Co.* [1948] 2 All E.R. 665, but when *Longhurst's* case reached the Court of Appeal ([1961] 1 Q.B. 408), DEVLIN, L.J. (as he then was), did not think " that anything can be called an ' article,' either in strict terminology or in ordinary language, unless it has shape and form." It seems that the House of Lords (p. 866, *ante*) did not share these reservations and LORD REID went so far as to say that the word " article " in s. 151 (1) of the Act of 1937 " was capable of meaning anything corporeal." It followed that the water in the filter house of a pumping station was an " article " and that by reason of its treatment there the premises were a " factory " within the meaning of the definition in s. 151 of the 1937 Act. The New Zealand Court of Appeal was faced with a similar problem in *Weedair (N.Z.), Ltd.* v. *Walker* [1961] N.Z.L.R. 153, where the question arose as to whether the word " article " used in s. 5 (3) of the Civil Aviation Act, 1948, included chemical liquid carried by an aircraft for the purpose of spraying weeds. CLEARY, J., was of the opinion that " the word was intended to apply comprehensively to things that might fall from an aircraft, and that there is no justification for saying that it does not extend to liquids." Another interesting point arising out of the decision of the House of Lords in *Longhurst's* case is that LORD GUEST thought that it was not without significance that in s. 103 (5) of the 1937 Act it was found necessary to exclude electrical energy from the definition of an " article " for the purposes of the definition in s. 151 of that Act, the assumption being that otherwise it might be an " article." However, in *Granada T.V. Network, Ltd.* v. *Kerridge* (1961), *The Times*, 10th October, the Lands Tribunal held that an electrical impulse transmitted from a television studio was not an " article " within the meaning of s. 149 (1) of the Factory and Workshop Act, 1901. As Lord Reid stressed in *Longhurst's* case, the word " article " has many different meanings or shades of meaning and the context in which it occurs is of crucial importance.

The Solicitors' Journal on Microfilm

THE contents of all our issues published in 1960, totalling well over 1,000 pages, have recently become available on microfilm. At this stage, perhaps, not exactly exciting news for the practising solicitor, who is unlikely to have equipped himself with the necessary " reader " for projections. Legal and other libraries no doubt may be interested and even for the ordinary solicitor it is a pointer to the future. The whole of last year's issues are held in a box 3½ inches square by 1½ inches. For any reader who is interested now, the microfilming was carried out by Universal Microfilms, of 44 Great Queen Street, London, W.C.2, who will be pleased to supply details.

THE CRIMINAL JUSTICE ACT, 1961—I

WHEN in October, 1959, the Home Office set up a committee under the chairmanship of Lord Ingleby to inquire into, and make recommendations on, the working of the law relating to juveniles and to the prevention of cruelty to children, there was widespread anxiety about the procedure available for dealing with the mounting figures of juvenile crime and the moral and physical dangers to which children were exposed. But between the time of the Ingleby Committee's appointment and the publication of their report in 1960 the position had greatly worsened, and that there was urgent need for reform could hardly be in doubt. The report, which dealt comprehensively with the whole problem, put forward many suggestions for far-reaching changes in our juvenile court procedure (see 104 SOL. J. 1022), and it was hoped that these would, if acted upon, do something to check the wave of juvenile crime. The only action of the Government which has so far been taken to implement these recommendations is to be found in the Criminal Justice Act, 1961, some sections of which became operative on 2nd October (see p. 771, *ante*). But whether the minor reforms made by this statute will have much effect on juvenile crime is doubtful: while modern society "keeps its underdogs in a permanent state of torpor by stuffing them with trash" (to quote from John Osborne), it is not really the answer to invent new punishments, and extend the old ones, for those who rebel against the dreariness of life. We have learnt that there are worse things for the young than deprivation of material things, but we have not learnt how to make good the deficiencies still suffered by the great mass of young people who, with all their high standard of living, are probably just as underprivileged as their parents were in the twenties and thirties. None of the suggestions made by the Ingleby Committee for shifting the emphasis from punishment to prevention have been followed in this Act and the best that can be said is that it enlarges the scope of courts in dealing with young offenders, strengthens the organisation of the approved school and tightens up the supervision of delinquents.

Changes in borstal and prison sentences

The minimum age which qualifies for borstal training is now reduced from sixteen to fifteen years, but such a sentence may only be passed if the court considers that the accused should be detained for training for not less than six months. Also, no offender of less than seventeen years of age shall be sent to borstal training unless the court is of the opinion that no other method of dealing with him is appropriate (s. 1). The maximum term of a sentence of borstal training is reduced from three to two years and the minimum term from nine to six months (s. 11). The period of supervision after release is reduced to two years. All courts, including magistrates' courts, are given the power to send back to a borstal institution any person convicted of another offence during supervision after a borstal sentence or during an escape (s. 12).

Under the Children and Young Persons Act, 1933, courts have the power to sentence juveniles found guilty of various serious offences, such as attempted murder and grievous bodily harm, to detention for any specified period; under s. 2 of the new Act this power is extended to all offences which in an adult would be punishable with imprisonment for fourteen years or more. The minimum age for the imposition of prison sentences by assizes and quarter sessions on indictment is raised from fifteen to seventeen years, thus bringing the age-limit for imprisonment by higher courts into line with the summary jurisdiction.

The trend of reform has been to keep people under twenty-one out of prison as far as possible, and it is generally recognised that short terms of imprisonment are of little value in dealing with the young. Section 3 provides that no sentence of imprisonment for a term between six months and three years shall be imposed on an offender within the age limits qualifying for borstal—that is, from fifteen to twenty-one years. There is further provision that the clause relating to imprisonment for a term not exceeding six months may be repealed by Order in Council approved by resolution of each House of Parliament, thus allowing for the possibility that not only intermediate but also short-term imprisonment may soon be abolished for the young.

Detention centres

The abolition of short-term imprisonment is dependent on the availability of detention centres, which were the invention of the Criminal Justice Act, 1948, and which have been used to their full capacity as they became available. This method of short, sharp punishment is believed to be particularly satisfactory for the young offender who has failed to respond to milder measures and it is hoped that eventually this form of punishment will entirely displace prison sentences for those under twenty-one. The difficulty is that there is insufficient accommodation available for all the offenders who might benefit from such treatment, but the number of centres is to be increased in the near future. The Ingleby Committee recommended that all sentences to detention centres should be for a standard period of three months, but s. 4 of the Act prescribes sentences of not less than three and not more than six months where the maximum term of imprisonment would be over three months, and in any other case a term of three months. Where the offender is under seventeen years of age, he may not be sent to a detention centre for less than one month or more than six months (s. 5). Consecutive terms of detention may be ordered, but the aggregate of the terms which may be imposed by the same court on the same occasion must not exceed six months.

Provisions are made in s. 15 and in Sched. I for supervision to be exercised over all offenders released from detention centres for a period of a year, and while under such supervision offenders may be recalled to a detention centre for any failure to comply with a requirement of the supervising authority (who is unspecified in the Act, but must be named by the Prison Commissioners in every case in a notice served on the offender on his release).

Fines and attendance centres

The limits imposed by the Magistrates' Courts Act, 1952, on the fines which young offenders could be ordered to pay were made derisory by the decrease in the value of money and the increasing earning power of young people. The new Act raises the maximum fine that can be imposed on an offender under fourteen years of age from forty shillings to ten pounds; for offenders guilty of a summary offence and over fourteen years but under seventeen the maximum fine is raised from £10 to £50. But £50 remains the maximum fine that can be imposed on anyone under seventeen even if the offence is one for which the court would otherwise have been able to impose a heavier fine, which includes the majority of

indictable offences. It is also made clear that parents can be ordered to pay compensation for loss caused by their child's offence (s. 8).

Since attendance centres seem to be particularly suited to dealing with the very young and with first offenders, it was a disadvantage that such sentences could not be imposed under the age of twelve years. This minimum age is now lowered to ten years (s. 10), thus giving magistrates a useful method of dealing with children at a very awkward age, when little else is available that really touches them: the loss of leisure and the unwonted discipline of the attendance centre, falling as they do during the sacred hours of Saturday, are regarded as a serious form of punishment by children. The Ingleby Committee were told by expert witnesses that the maximum of twelve hours' attendance was insufficient, and courts are now to have power to order attendance for up to a total of twenty-four hours. Before making any attendance centre order, however, the court must be satisfied that the centre is reasonably accessible to the child.

(*To be concluded*) MARGARET PUXON.

BLEAK OUTLOOK FOR TRADE PACTS

THE main impression which is left on consideration of the year's work so far in the Restrictive Practices Court is that it is becoming increasingly difficult to persuade the court that any form of price restriction can be justified as giving specific and substantial benefits to the public as purchasers and consumers. A number of new and often ingenious arguments have been tried out before the court in an attempt to justify price restrictions, but only in one case were they to any extent successful. Two of the highlights of the year have been the partial success of the Cement Makers' Federation, and a conflict of judicial opinion on a point of law between two legal members of the court. Under para. 5 of the Schedule to the 1956 Act, the opinion of the judge sitting as a member of the court upon any question of law is to prevail, but as the volume of work has recently compelled the court to sit in two Divisions, the possibility of some judicial conflict is now more likely to arise.

Motor vehicle distribution

The first reported decision of the year was *Re Motor Vehicle Distribution Scheme Agreement* [1961] 1 W.L.R. 92; L.R. 2 R.P. 173; p. 90, *ante*, on the distribution and sale of motor vehicles in the United Kingdom. There was considerable public interest in the court's decision that the restrictions in the agreement were void, but the hope that there would be a resulting fall in the price of motor cars has not been entirely realised. The agreement was operated by the "Big Five" motor companies, and obliged the signatories to prescribe the retail price of their products, and to appoint as franchised dealers only those firms who complied with certain conditions as to staff, equipment and premises.

Originally, car manufacturers made multipartite agreements between their main distributors (or "franchised" dealers), their non-franchised retail dealers, and themselves, to fix the conditions under which the cars were to be sold. After the Restrictive Trade Practices Act was passed, these agreements were regarded as probably illegal under s. 24 of the Act (which prohibits *collective* enforcement of resale price conditions) and so were replaced by bipartite agreements between manufacturer and distributor on the one hand, and manufacturer and dealers on the other hand, thus avoiding any legal nexus between all three. In *Re Austin Motor-Car Co., Ltd.'s Agreements* (1957), L.R. 1 R.P. 6, these bipartite agreements were held entitled to exemption from registration under s. 8 (3) of the Act.

Collective policy agreement prohibited

In order, however, that car manufacturers could follow a united policy in regard to distribution, it was necessary to superimpose upon this system of bipartite agreements an arrangement between the manufacturers themselves that they should collectively agree to enforce a policy of price maintenance in their own individual cases. It was this latter agreement which was declared by the court to be contrary to the public interest. The present position is that, while manufacturers can ensure that their dealers sell their own products only at the prices fixed by the manufacturer, other manufacturers are free to allow their dealers to cut list prices and sell new cars at a discount, and the manufacturers cannot make an agreement to follow a price maintenance policy. This means therefore that, while there can be no competition between dealers selling the same make of car, there can be competition between dealers selling different makes, and such competition is likely to be beneficial to the public.

The manufacturers sought to justify their agreement on the argument that the scheme provided the public with a nation-wide network of efficient distributors and dealers and ensured a proper after-sales and repair service, which would not prevail under more competitive conditions. The court held, however, that there was no evidence that in the absence of such a scheme the public would be deprived of an adequate distributive and repair service.

The export market argument

In two cases, manufacturers' associations tried to justify their agreements under s. 21 (1) (*f*) of the Act, which provides that—

> "having regard to conditions actually obtaining or reasonably foreseen at the time of the application, the removal of the restriction would be likely to cause a reduction in the volume of the earnings of the export business which is substantial either in relation to the whole export business of the United Kingdom or in relation to the whole business (including export business) of the said trade or industry."

The cases were *Re Associated Transformer Manufacturers' Agreement* [1961] 1 W.L.R. 660; L.R. 2 R.P. 295; p. 302, *ante*, and *Re Linoleum Manufacturers' Association's Agreement* [1961] 1 W.L.R. 986; p. 572, *ante*.

In the former case, the manufacturers fixed minimum prices for transformers, generators and other heavy electrical equipment. Exports were covered by a separate agreement, which had a different basis for price fixing from the United Kingdom agreement, but which resulted in level tendering, a practice which the court found to be disliked abroad and which had resulted in the loss of at least one substantial order to the United Kingdom. Under the export agreement manufacturers also worked together on the collection, evaluation and exchange of technical and commercial information on foreign markets.

The argument for the manufacturers under s. 21 (1) (*f*) was that, assuming there would be a price war if the home market agreement were abrogated, this would also bring about a reduction of exports, because in such a price war there would be a reduction on expenditure designed to secure exports, such as the retention of local agents and research into local market conditions, manufacturers would be less inclined to tender for exports when home prices were low, and technical collaboration under the export agreement would cease.

These arguments did not prevail upon the court. It was held on the evidence that in the absence of the agreement there would not be any less inclination to obtain exports; further, that collaboration between manufacturers in the exchange of commercial and technical information on foreign markets was not of any great value, but that if it were, it would survive the abrogation of the agreement; finally, a system involving a restrictive practice such as level tendering would have a tendency to decrease export earnings.

The linoleum industry

The British linoleum industry is the largest single exporter of linoleum in the world, and about one-third of the total production is exported. In addition to a home agreement which imposed minimum prices and sale conditions, the manufacturers also belonged to an international association of export manufacturers known as the Convention, which issued price lists for the European and Commonwealth markets. The association argued that abrogation of the home agreement would bring a price war which would mean a fall in home and subsequently export prices, and this would lead to the abandonment of the Convention, which was beneficial to British exports; furthermore, reduced export prices would automatically mean lower export earnings, and foreign manufacturers would seek higher national tariffs against British exports. The court rejected these arguments, holding that competition between British manufacturers would not necessarily lead to the abandonment of the Convention, or to a substantial reduction in export prices or earnings.

The "price war" argument

The "price war" argument featured in both the *Transformer* and the *Linoleum* cases, and also in *Re British Bottle Association's Agreement* [1961] 1 W.L.R. 760; L.R. 2 R.P. 345; p. 325, *ante*. The members of the Bottle Association manufactured about 80 per cent. of all the glass bottles and containers supplied in the United Kingdom, and operated an agreement fixing minimum prices. There were a number of features particular to the industry which, it was argued, would lead to instability of prices, lower quality and service, and no stock piling of goods by manufacturers to meet fluctuating demand. These special features were that bottle manufacture was a continuous process industry, in which furnaces had to be kept in continuous operation to ensure economic production; there were seasonal fluctuations in demand, which meant that manufacturers had to keep large stocks; and the majority of customers required bottles made to their own particular specification and requirements. The court held, however, that as there was no prospect of excess capacity in the industry in the future, it was unlikely that price competition would result in a "price war," and any price reductions which did occur would not seriously prejudice the industry or its customers.

In the *Linoleum* case it was argued that there would be a price war which would lead to debasement of quality, inadequate stock holding, and higher prices in times of higher demand. In the *Associated Transformer* case it was argued that in a price war there would be less spent on research and development, and there would be depreciation in quality, with the result that newer, better transformers would not be produced cheaply or efficiently. The arguments were not successful in either case.

The cement makers' agreement

In *Re Cement Makers' Federation Agreement* [1961] 1 W.L.R. 581; L.R. 2 R.P. 241; p. 284, *ante*, the manufacturers were to some extent successful in justifying the restrictive clauses in their agreement. The court was satisfied that the scheme operated by the cement makers had resulted in substantially lower prices than would prevail under competition. This result was reached in part by the particular capital investment conditions of the industry.

The court was satisfied on the evidence that the industry had operated at a modest profit margin, and that the average rate of profit on capital employed was lower than that to be found in the manufacturing industries generally. Members received a profitable return on the capital invested in new works of under 10 per cent., but in a free market members would require a minimum return of 15 per cent., in view of the greater risks involved. Members were content to accept a 10 per cent. return because of the greater security which their price scheme afforded them. If the scheme were abrogated, in order to attract investment in circumstances of free competition it would be necessary to increase overall prices by about 16s. 6d. a ton. The court held accordingly that the benefit of lower prices which obtained under the agreement was a specific and substantial benefit to the public.

A conflict of opinion

So far, no matter has arisen in the court which has been the subject of an appeal on a point of law to the Court of Appeal, as is provided in para. 7 of the Schedule to the Act. A divergence of judicial opinion has occurred, however, which could form the subject of such an appeal. In *Re Wholesale Confectioners Alliance's Agreement* (No. 2) [1961] 1 W.L.R. 613; L.R. 2 R.P. 231; p. 284, *ante*, the court had found contrary to the public interest certain price restrictions in an agreement between the members of a trade association. The Registrar sought, *inter alia*, an order under s. 20 (3) and (4) of the Act to restrain the association from giving effect to the agreement. Russell, J., expressed a tentative opinion that the association itself was not to be regarded as a party to the agreement, nor was it "carrying on business within the United Kingdom" in the sense in which the phrase was used in the Act.

This differs from the view more recently expressed by Diplock, J., in *Re Newspaper Proprietors' Association's Agreement* [1961] 1 W.L.R. 1149; p. 667, *ante*. There all the restrictions in an agreement between the Newspaper Proprietors' Association and the National Federation of Retail Newsagents relating to the distribution and sale of daily London newspapers were declared contrary to the public interest. After judgment, it was argued on the authority of the *Confectioners* case that the court had no jurisdiction to grant an injunction against the Federation, since it was not a party to the agreement carrying on business in the United Kingdom. Diplock, J., said that the court had concluded that the Federation was such a party, and an injunction would therefore be granted, but the question of whether the view earlier expressed was correct was a matter of law which could go to the Court of Appeal.

N. G.

"The Solicitors' Journal"
Friday, November 3, 1961

Oversea Influence of English Law

NEW ZEALAND—I

By Professor A. G. DAVIS, LL.D., of the University of Auckland

NEW ZEALAND is—or rather was—a settled colony, though what act or exercise of authority conferred the sovereignty of the British Crown on that country is still a matter of dispute. To such a colony, the settlers carry with them the law of England. As Blackstone (Commentaries, vol. I, p. 107) says: "If an uninhabited country be discovered and planted by English subjects, all the English laws then in being . . . are immediately there in force. But . . . such colonists carry with them only so much of the English law, as is applicable to their own situation and the condition of an infant colony; such, for instance, as the general rules of inheritance, and of protection from personal injuries."

This view was confirmed by the Privy Council in *Kielley* v. *Carson* (1842), 4 Moore P.C. 63. Delivering the advice of the Privy Council, Parke, B., said: "Newfoundland is a settled colony and to such colony there is no doubt that the settlers from the mother-country carried with them such portion of its common and statute law as was applicable to their new situation, and also the rights and immunities of British subjects."

At common law, therefore, there was no doubt that the early settlers in New Zealand brought with them such English law as was applicable to them in that country. The New Zealand Legislature was not content, however, to leave the situation to be governed by the common-law principle. The English Laws Act, 1858 (since repealed and substantially re-enacted in the English Laws Act, 1908) provided that the laws of England as existing on 14th January, 1840, so far as applicable to the circumstances of New Zealand, and in so far as the same were in force in New Zealand immediately before the commencement of that Act, should be deemed to continue in force in New Zealand and should continue to be applied in the administration of justice. A proviso in the present statute, enacted in 1880, provided that the laws of England relating to usury should not be deemed to have extended to or been in force in New Zealand at any time.

The date, 14th January, 1840, was that on which the Governor-in-Chief of New South Wales had proclaimed the extension of the boundaries of New South Wales to include New Zealand.

Although, in terms, this Act was wide enough to cover both statute and common law, it appears obvious from the preamble that it was intended to cover the statute law of England, leaving the common law to be governed by the common-law principle stated by Blackstone.

English common law the basic law

Thus was set the pattern for the New Zealand legal system—a pattern which has been substantially followed to the present time. The consequence is that the English common law, save to the extent to which it has been repealed by New Zealand legislation, is the basic law of New Zealand today. An English barrister looking round the shelves of a New Zealand law library would find himself very much at home. The English Law Reports, Halsbury's Laws of England, standard English text-books such as Cheshire and Fifoot on the Law of Contract and Salmond on Torts, to say nothing of weightier tomes such as Jarman on Wills, occupy space which is many times greater than that occupied by the New Zealand Law Reports (eighty volumes to date) and the handful of text-books especially written for New Zealand conditions, such as those relating to the law of real property. Significantly, too, the New Zealand Law Reports for 1960 show that in cases decided in the Supreme Court and Court of Appeal and reported in that year, references to English decisions outnumbered references to New Zealand decisions by nearly three to one.

By an Imperial Act of 1852, the New Zealand Constitution Act, New Zealand was granted a Legislature (the General Assembly) with power to make laws for the peace, order and good government of New Zealand, provided that no such laws should be repugnant to the laws of England. The doubts raised by the last words—whether "laws of England" included English common law—were set at rest by the Colonial Laws Validity Act, 1865, which provided that Colonial legislation was not to be considered repugnant unless it was repugnant to Imperial legislation that extended to the colony—whether, it appears, it so extended either by express provision or by necessary intendment. But the number of Imperial statutes which did so extend were relatively few. To all intents and purposes the General Assembly had full power to legislate for the internal affairs of the country. Even this territorial restriction as well as the provision concerning repugnance to Imperial legislation have been swept away by the New Zealand Constitution (Amendment) Act, 1947—an Imperial statute—and the Statute of Westminster Adoption Act of the same year—a New Zealand statute.

In certain fields, the New Zealand General Assembly took full advantage of the almost plenary powers conferred on it and enacted legislation dealing with certain aspects of private law which, to a greater or lesser degree, overruled the relevant common-law principles. This was particularly so in relation to the law of real property.

Social legislation

New Zealand has been described as a social laboratory and certain of its social legislation justifies this description. Under the Legitimation Act of 1894 a child born out of wedlock was, on the marriage of its parents and on registration of the child, deemed to have been legitimated from birth. But an illegitimate child could not be legitimated if at the time of the birth of the child there was any legal impediment to the marriage of the parents. These restrictions were removed by the Legitimation Act, 1939, and legitimation is now automatic on the marriage of the parents, irrespective of the fact that at the time of the birth either of the parents was married.

In 1900, New Zealand initiated legislation which has been followed in most British countries—though not in England until 1938—dealing with the rights of members of a deceased person's family to share his estate. The present law is contained in the Family Protection Act, 1955, which empowers a Supreme Court judge to make provision for certain members of a deceased person's family from the estate which the deceased leaves, if adequate provision has not been made for their maintenance and support.

In passing, it may be mentioned that New Zealand was the first British country to give the vote to women. This it did in 1893.

One interesting statutory provision which is entirely a matter for the common law in England is to be found in s. 5 (*j*) of the Acts Interpretation Act, 1924. This subsection is as follows: "Every Act, and every provision or enactment thereof, shall be deemed remedial, whether its immediate purport is to direct the doing of anything Parliament deems to be for the public good, or to prevent or punish the doing of anything it deems contrary to the public good, and shall accordingly receive such fair, large, and liberal construction and interpretation as will best ensure the attainment of the object of the Act and of such provision or enactment according to its true intent, meaning, and spirit."

The subsection thus constitutes a complete code for the interpretation of statutes in New Zealand but few members of the profession, whether barristers or judges, seem to regard it in that light. Reference is made to it occasionally, but, for the most part, the common-law rules are invoked, as the frequent references to the resolutions in *Heydon's Case* (1584), 3 Co. Rep. 7*a*, testify.

By statute (the Law Reform (Testamentary Promises) Act, 1949), New Zealand gives a remedy, unknown in England, to a person who has done work under a promise by the employer that he will be rewarded in the employer's will when the employer dies with the promise unfulfilled.

Law reform

In so far as, in matters of civil law, the common law of England has been the subject of statutory amendment, New Zealand has followed in the steps of England, but at a respectful distance. The New Zealand Law Revision Committee is keenly alive to the necessity for New Zealand legislation being in line with that of England on matters of law reform and, in some instances, the New Zealand statute has followed the English Act almost verbatim. But delay—usually of two years or more—has occurred. First, because of pressure on Parliamentary time and secondly because the Committee, before making any recommendation for the adoption of an English statute, wishes to see how the statute operates and whether its promise appears likely to be fulfilled.

Thus it was that in 1936 the Law Reform Act of that year adopted most of the provisions of the Law Reform (Miscellaneous Provisions) Act, 1934, and the Law Reform (Married Women and Tortfeasors) Act, 1935. In that Act the opportunity was taken of bringing up to date the law relating to compensation for deaths by accident, still contained in a more than a century-old statute in England. (That portion of the Act has since been replaced by the Deaths by Accidents Compensation Act, 1952.) The Frustrated Contracts Act, 1944, was based on similar legislation passed in England in 1943. The Crown Proceedings Act, 1950, and the Limitation Act, 1950, are faithful reflections of legislation enacted in England in 1947 and 1939 respectively.

The New Zealand Law Revision Committee was much interested in the Report of the Porter Committee on the Law of Defamation and in the adoption by England of the major recommendations of that committee in 1952. There followed, two years later, the Defamation Act, 1954, for which the English legislation was a pattern. In one important matter, however, New Zealand took an independent line. The statute in effect abolished the distinction between libel and slander. Section 4 of the Act provides that "in any action for defamation (whether libel or slander), it shall not be necessary to allege or prove special damage."

Another question on which New Zealand has diverged from England in a statutory amendment of the common law relates to injuries by dogs. In New Zealand a dog is not allowed his first bite. The Dogs Registration Act, 1955, provides that the owner of a dog is liable for any injury done by the dog. Consequently if a dog bites a human being there is no need for the plaintiff to prove *scienter*. Furthermore, a trespassing dog makes its owner liable for the consequences of the dog's trespass, as was held in *Chittenden* v. *Hale* [1933] N.Z.L.R. 836.

The liability for trespassing dogs in New Zealand is therefore very different from what it is in England. The well-known statement of Bankes, L.J., in *Buckle* v. *Holmes* [1926] 2 K.B. 125, concerning trespassing cats and dogs applies to cats but not to dogs. They, for some reason best known to the legislators, have almost been outlawed.

The student of the common law will find that the New Zealand settlers did indeed bring the common law with them. In the realms of contract and tort, New Zealand is still very much a servant of the common law. There has been more divergence in the law of property, as will be explained in a later article. Meantime, the English lawyer may well be surprised to find that the rule against perpetuities in all its vigour and with all its niceties still holds sway in New Zealand.

ESTATE DUTY CONCESSION: RELEASE OF LIFE INTEREST

The following announcement has been made by the Inland Revenue: "Where property became liable to estate duty under s. 43 of the Finance Act, 1940, by reason of the disposition or determination of an interest limited to cease on the deceased's death, and the settlement under which that interest subsisted (not being a settlement made directly or indirectly by the deceased) came to an end before his death as regards the property in question, the property was formerly regarded as 'settled property' for the purpose of s. 33 (1) of the Finance Act, 1954. Following the recent decision in *Dunn* v. *Inland Revenue Commissioners* [1961] 2 All E.R. 275, the practice has been reviewed, and the property is now treated in these circumstances, by concession, as settled or not settled, whichever is in the interest of the taxpayer. (Section 33 (1) of the Finance Act, 1954, gives certain reliefs from the aggregation of property for the purpose of determining the rate of duty.)"

RECRUITMENT OF SOLICITORS

An article in a recent issue of the *Local Government Chronicle* disclosed that most local authorities are finding it increasingly difficult to recruit young assistant solicitors. The problem is being considered by The Law Society, the Society of Town Clerks and the salaries and wages sub-committee of the Association of Municipal Corporations. A circular letter on the subject has been sent out to local authorities.

LAW SOCIETY LUNCHEON

The President of The Law Society, Mr. Arthur J. Driver, gave a luncheon party on 23rd October, at 60 Carey Street, London, W.C.2. The guests were: The Danish Ambassador, Mr. Hans Hækkerup, Mr. Vilhelm Boas, Mr. Erik Broger, Mr. Ivar Boye, Mr. Axel Hye-Knudsen, Mr. Henry B. Lawson, Mr. J. K. D. Roberts and Sir Thomas Lund.

"The Solicitors' Journal"
Friday, November 3, 1961

OFFENCES CONTRA BONOS MORES—II

An analogy was drawn in *Shaw* v. *Director of Public Prosecutions* [1961] 2 W.L.R. 897; p. 421, *ante*, and adopted by many of the law lords, with the judges' refusal in the civil courts to enforce a contract which they regard as offensive to one of the heads of public policy which their predecessors have created, even though there is no element of criminality about the contract.

Public policy, however, has been judicially described as "a very unruly horse" for a lawyer to ride and it is today recognised that no new head of public policy can now be created. The duty of the court has been said to be "to expound, and not to expand, such policy" (per Lord Thankerton in *Fender* v. *St. John-Mildmay* [1938] A.C.1, at p. 23).

In *Shaw's* case, Viscount Simonds said in effect that the court was here merely expounding that broad head of public policy known as conspiracy to corrupt public morals and merely applying it by analogy to "acts well calculated to corrupt public morals" ([1961] 2 W.L.R., at p. 917).

Nulla poena sine lege

Viscount Simonds himself stressed the need for certainty in the criminal law so that every potential offender shall know in advance whether or not he is in danger of criminal sanctions, and emphasized that he was no advocate of the right of the judges to create new criminal offences (p. 916).

With great respect, however, it is possible to wonder whether so widely defined an offence as conspiracy to corrupt public morals does in fact have the requisite degree of certainty, or is it in danger of infringing the fundamental principle of *nulla poena sine lege*?

Could it, for example (to adopt the argument of *Shaw's* counsel reported in *The Times* of 23rd March, 1961), be predicted with certainty in advance whether or not the offence might cover brewers' advertisements, those who opposed Apartheid or were in favour of it, or those who advocated reform of the abortion law?

> "Let it be supposed that at some future, perhaps early, date homosexual practices between adult consenting males are no longer a crime. Would it not be an offence if, even without obscenity, such practices were publicly advocated and encouraged by pamphlet and advertisement? Or must we wait until Parliament finds time to deal with such conduct? I say, my lords, that if the common law is powerless in such an event, then we should no longer do her reverence. But I say that her hand is still powerful and that it is for Her Majesty's judges to play the part which Lord Mansfield pointed out to them"

(per Viscount Simonds at p. 918).

Lord Reid, however, denied the existence of a crime of conspiracy to corrupt public morals. Nevertheless he thought Shaw might well have been convicted by a properly directed jury for the indictable offence of publicly outraging public decency because of the invitation in the Ladies' Directory to indulge in sexual perversions, the offence being constituted, according to Lord Reid, whether or not there was a conspiracy.

Certainty and punishment

With regard to the need for certainty in the criminal law, it is noteworthy that Shaw himself prior to publication of the Ladies' Directory showed an issue of the booklet to a police officer at Scotland Yard and asked him if it would be all right to publish it; apparently he had arranged that the Director of Public Prosecutions should see a copy. But of course it is not the function of the potential prosecutor to give an authoritative ruling on whether or not an act is criminal.

Even if there is an element of uncertainty in a crime such as this, perhaps the practical hardship is mitigated by the fact that the court may possibly sentence the offender only to a term of imprisonment *concurrent* with terms imposed on other counts (as happened in *Shaw's* case). In some foreign jurisdictions, the court is given power in such a case to acquit the first person charged while indicating that persons guilty of such conduct in the future will be convicted.

While it is true that authority can be found in many cases for the proposition advanced by the majority of the law lords in *Shaw's* case, it is also possible to find authority to the opposite effect. The statement that "this is not a court of morals" has been heard from time to time.

In *R.* v. *Green and Bates* (1862), 3 F. & F. 274, Martin, B., speaking of the accused's conduct in seducing away a girl of under sixteen not known to be in her father's possession, said (at pp. 274–5):—

> "The prisoners, no doubt, had done a very immoral act, but the question was whether they had committed an illegal act. The criminal law ought not to be strained to meet a case which did not come within it. The act of the prisoners was scandalous but it was not any legal offence."

In a celebrated judgment in *R.* v. *Price* (1884), 12 Q.B.D. 247, Stephen, J., refusing to treat as criminal the burning of a corpse, despite the offensiveness of the act to many religious sentiments at that date, stressed (at pp. 255–6) the difference between an immoral act contrary to weighty sections of public opinion and a criminal act.

In *R.* v. *Read* (1708), Fort. 98, Powell, J., speaking of an alleged obscene libel, said:—

> "There is no law to punish it. I wish there were but we cannot make law; it indeed tends to the corruption of good manners but that is not sufficient for us to punish."

Christianity and the law

It is fair to add that *R.* v. *Read* was disapproved in *R. v. Curl* (1727), 2 Str. 788, another obscene libel case cited by the House of Lords in *Shaw's* case in support of their claim to a "twentieth-century superintendence." In *R.* v. *Curl*, however, one finds that the kind of argument that prevailed on the court was as follows:—

> "My lord, Chief Justice Hale used to say, Christianity is part of the law, and why not morality, too? I do not insist that every immoral act is indictable, such as telling a lie or the like; but if it is destructive of morality in general, if it does or may affect all the King's subjects, it is then an offence of a public nature."

(per the Attorney-General *arguendo*).

The difficulty about this kind of reasoning today is first that it may be left to a jury to decide how immoral an act must be to be punishable criminally and, admirable though a jury may be as an arbiter of fact, its judgment on a moral point may be open to question. Secondly, from the point of view of judicial precedent, many of the old cases, such as *R.* v. *Curl*, are inextricably bound up with the assertion that rules of Christian behaviour were *ipso facto* criminal laws of England. But in *Bowman* v. *Secular Society, Ltd.* [1917] A.C. 406, the House of Lords decisively repudiated this idea, holding that a secular society with anti-religious objects was incorporated for a lawful purpose and could properly be left

a legacy. Indeed, as early as 1702, it had been held that, for example, adultery *simpliciter* was not the subject of indictment—*Rigault* v. *Gallizard* (1702), Holt 50.

This is not to say that the courts show, or need show, no respect for Christianity, but it is to the advantage of neither Christianity nor the criminal law to say that their spheres are coincident. *Bowman* v. *Secular Society* itself recognises, for example, that scurrility or profanity in propagating anti-Christian doctrines would be a criminal offence.

So far, in considering the first count, we have discussed only the question of whether an injury to public morals is an offence, without considering the additional element of conspiracy, since in *Shaw's* case the Court of Criminal Appeal and most of the law lords held that an injury to public morals would be indictable, even if done by one person only.

However, they reinforced their views by relying on the additional fact that Shaw had conspired (i.e., simply, agreed) with others to corrupt public morals. Lord Tucker, for example, says (at p. 930) :—

> "It has for long been accepted that there are some conspiracies which are criminal although the acts agreed to be done are not *per se* so tortious or criminal if done by individuals. Such conspiracies form a third class in addition to the well known and more clearly defined conspiracies to do acts which are unlawful in the sense of criminal or tortious, or to do lawful acts by unlawful means. Assuming that the corruption of public morals by the acts of an individual may not be criminal or tortious, does it follow that a conspiracy by two or more persons to this end is not indictable ?"

Lord Tucker concludes that conspiracy may make criminal what was not criminal before.

What is the taint ?

What, then, is this mysterious element which renders such a conspiracy criminal? What is the taint that affects conspirators but not an individual offender ? Consider an early statement in the *Journeymen Tailors'* case (1721), 8 Mod. 10 :—

> "A conspiracy of any kind is illegal, although the matter about which they conspired might have been lawful for them, or any of them, to do if they had not conspired to do it, as appears in the case of *The Tubwomen* v. *The Brewers of London*."

One's dismay at realising that the literal effect of this dictum is to render criminal every agreement however innocuous is tempered by the fact that apparently no trace has been found in the authorities of the case of *The Tubwomen* v. *The Brewers of London* ! (See Professor Sayre, "Criminal Conspiracy" (1921), *Harvard Law Review* 393, at p. 403.)

Clearly, however, every agreement is not *ipso facto* an indictable offence and, in fact, the taint that renders a conspiracy indictable has been variously described as a conspiracy to commit a public mischief (see, e.g., *R.* v. *Brailsford* [1905] 2 K.B. 730, and *R.* v. *Newland* [1954] 1 Q.B. 158) and a conspiracy "to do certain other acts which (unlike all those hitherto mentioned) are not breaches of the law at all, but which nevertheless are outrageously immoral or else are in some way extremely injurious to the public" (Kenny's "Outlines of Criminal Law", 17th ed., p. 393—adopted by Lords Tucker and Morris in *Shaw's* case at pp. 931 and 938).

With great respect, the same difficulties arise in interpreting this definition of the taint as occur in considering whether injury to public morals, if done by an individual, is sufficiently grave to be indictable. In 1921, Professor Sayre was moved to say: "A doctrine so vague in its outlines and uncertain in its foundation as criminal conspiracy lends no strength or glory to the law ; it is a veritable quicksand of shifting opinion and ill-considered thought" (op. cit., p. 393), but now in 1961 there is no doubt that the doctrine is here to stay and is still available to the judges to punish conspirators when they feel that the oppressive force of numbers has tipped the balance of the criminal scales.

Comparison with tort

A conspiracy to commit a tort may be a crime, though the tort itself is not a crime, for example, a conspiracy to commit the tort of deceit but possibly not to commit the tort of peaceable trespass (cf. *R.* v. *Turner* (1811), 13 East 228, and *R.* v. *Rowlands* (1851), 17 Q.B. 671).

In addition, in the law of tort itself there has been a parallel development, the House of Lords having confirmed in *Crofter Hand Woven Harris Tweed Co.* v. *Veitch* [1942] A.C. 435, that if several persons conspire with the predominating motive of injuring the plaintiff, they are all liable to him in tort, though if done by an individual their conduct would not have been tortious. However, an overt act is necessary, unlike criminal conspiracy, since damage is an essential of the tort (ibid.).

(*To be concluded*) M. J. G.

"THE SOLICITORS' JOURNAL," 2nd NOVEMBER, 1861

In its early days THE SOLICITORS' JOURNAL had a feud with the *Law Times*. On 2nd November, 1861, it wrote that the *Law Times* "used to contain some amusing articles, intended for the special benefit of those who wanted to become 'advocates,' and still more recently, has been trying to teach unfortunate law-students whose manners have been neglected, the importance of polite enunciation, and the misfortune of speaking through their nose ; together with much more of such like instructions . . . The same schoolmaster is now abroad amongst those unhappy writing clerks who fain would scramble over the barrier which an examination throws up between them and the dignity of the shorter robe. Last week this accomplished instructor . . . addresses these aspirants for professional rank, in language calculated to make a deep impression, if not upon their minds, certainly upon the minds of all who know something more of the Latin grammar from which he quotes than the scraps of Latin which it contains. After informing his readers that it is for the interest of the community that the duties of solicitors should be performed by 'well educated gentlemen . . . giving to the world the pledge of honour, for which social position is the best security,' this 'well educated gentleman' and ambitious instructor in all the . . . arts of composition thus betrays his own want of acquaintance with one of the . . . plainest rules of . . . grammar . . . 'A writing clerk,' he says, 'who should . . . educate himself in the "*ingenuas artes*," which the Latin grammar tells us "*emollit mores*," and who had held the social *status* assigned to a solicitor, would be welcomed . . . as cordially as if he had been crammed at college.' Now, although . . . we are rather shy of giving our friends, the writing clerks, any advice . . . we can hardly help advising such of them as have not yet learned the Latin grammar . . . to occupy themselves more with the *rules* . . . than with those bits of Latin which are given by way of examples . . . Legal maxims in the Latin tongue . . . seldom require to be taken to pieces in a conversational kind of way ; but anyone who has got a few of those other aphorisms in his head and nothing else of the language . . . may be unable to see that in attempting to show his knowledge he only betrays . . . ignorance . . ."

"The Solicitors' Journal"
Friday, November 3, 1961

PRACTICAL ESTATE DUTY—V

MISCELLANEOUS RELIEFS AND REDUCTIONS

It is a remarkable fact that from 1954 onwards nearly all the numerous changes in estate duty law have been in favour of the taxpayer and we prove ourselves ungrateful if we do not keep completely up to date. One change not yet mentioned is the vast extension of quick succession relief by s. 30 of the Finance Act, 1958.

The regular customer

Before 1958 quick succession relief only applied to land or businesses, and the maximum relief was a 50 per cent. reduction in the rate of duty payable on the second death. In a sense, assets of these types are the most hardly hit by quick successions because of the difficulties of realisation, but the distinction was not altogether justified and s. 30 extends the relief to property of all sorts. A new maximum relief of 75 per cent. has also been introduced for cases where the two deaths occur within three months. After this, the relief is on a sliding scale and varies from 50 per cent. to 10 per cent. according to whether the earlier death took place within one, two, three, four or five years of the later death. These percentages are reductions in the amount of duty payable on the second death, instead of in the rate, and the new scheme applies on a second death after April, 1958, even if the earlier death were before that date.

The relief only applies if the same property is dutiable twice and in many cases it is difficult to say whether the property is the same or not. Schedule VIII to the 1958 Act contains a number of obscure rules intended to throw light on this problem.

Commorientes

The Finance Act, 1958, also allows double duty to be avoided entirely in two particular cases. By s. 29 (1), if two people have died in circumstances rendering it uncertain which of them survived, the property chargeable with duty on each death has to be ascertained as if they had died at the same instant. The effect of this is to displace, for estate duty, the normal presumption under the Law of Property Act, 1925, that the younger survived the elder, a presumption which in many cases, particularly of husband and wife, used to mean that the property notionally passed through both es ates and was liable to duty on each death. The subsection only applies where the order of death is *uncertain*, and it is not a substitute for the familiar provision in a will that the beneficiary shall not take unless he survives the testator by at least a month, but if the will does not contain this provision, and the beneficiary and testator are killed in the same accident, the circumstances should be examined to see if the subsection allows any duty to be saved.

Subsection (2) of s. 29 deals with another case where double duty used to be payable. By s. 33 of the Wills Act, 1837, a gift to a child does not lapse on the death of the child in the testator's lifetime, but takes effect as if the child had died immediately after the testator. It had been held as long ago as 1901 that this meant the subject-matter of the gift bearing duty in respect of the death of both child and testator, and draftsmen of wills had to be careful to see that the Wills Act was not allowed to operate. After fifty-seven years Parliament relieved them of this burden, and property is no longer deemed to pass for estate duty merely because the Wills Act saves a gift from lapse.

Aggregation

With the steeply progressive rates of estate duty any exception to the principle of aggregation is one to be eagerly grasped. Section 33 of the Finance Act, 1954, introduced an entirely new exception in the case of free estate not exceeding £10,000 in net value, with marginal relief for amounts slightly above that figure. The object of this reform was to prevent a small free estate of a tenant for life, often the only fund out of which provision could be made for his younger children or his widow, from being denuded by the high rate of duty attracted by the passing of a large settled estate in which these beneficiaries were probably not interested. The free estate, within the limits mentioned, is now treated as an estate by itself, and it makes no difference how many or how large are the settled estates passing on the death.

We have referred to the free estate, but the matter is not quite so simple as that. What the Act does is to distinguish "settled property" from "other property," and for this purpose settled property does not include anything settled by the deceased or anything of which he has been competent to dispose. One therefore has to include in the "other property" not only the free estate strictly so called, but also such items as dutiable gifts *inter vivos* made by the deceased, whether outright or by way of settlement. The recent decision in *Dunn* v. *Inland Revenue Commissioners* [1961] 2 W.L.R. 769; p. 282, *ante*, shows that advances made from the settled funds to the children of the tenant for life, which become liable to duty under s. 43 of the Finance Act, 1940, because made within five years of the tenant for life's death, are not settled property within the meaning of the 1954 Act. The result is that the amount of the advances is included in the "other property" and, if the total is within the £10,000 limit, escapes aggregation with the parent fund, however shortly before the life tenant's death the advances may have been made.

The windfall

An executor who has reason to feel satisfied with the value of any particular asset agreed for the purposes of duty frequently asks what will be the result if he sells the property and happens to obtain a price higher than the valuation. The usual reply is that he should wait two years from the date of death, but in fact there is no magic in the period and it has no statutory authority. The position is that any sale in the open market may raise a presumption as to the value of the asset at the date of death, and the nearer the sale is to the death the stronger the presumption. On the other hand it is open either to the executors or the Revenue to show that conditions have changed, and that an increase or diminution in the value is accounted for by these changes. For instance, a piece of land which had no apparent development possibilities at the date of death may be sold a few months later at a high price because the planning authority has accepted a change in policy for the area, and in such a case expert evidence should be brought to show that the original probate valuation is still perfectly correct for the purpose of paying duty.

The two-year period was probably adopted by analogy to s. 14 of the Finance Act, 1907, under which a certificate of discharge cannot normally be applied for until two years

after the death; its practical importance is that, on a sale within the period at an increased value, the Estate Duty Office will contend that the onus is on the executors to show a change of circumstances accounting for the increase, while after the two years the onus of proof will be the other way round.

Reversions

In connection with estate duty a reversionary interest is known as an interest in expectancy, and payment of the duty on it can be made either with the duty on the rest of the estate or when the interest falls in. It is very often advisable to elect for immediate payment and if this is done the question arises of valuing the reversion. It is believed that some solicitors still value reversions by calculating what the life tenancy is worth under Table I of the Succession Duty Act, 1853, and deducting this from the total value of the settled fund. In fact this is a procedure which should never be used because it usually throws up too high a figure for the reversion. Apart from the fact that the tables are completely out of date, this is a context in which two and two do not always make four, and it cannot be too strongly stressed that expert advice should always be obtained, either from an actuary or a dealer in reversions, before a figure is submitted to the Estate Duty Office. It is the market value on which duty has to be paid, and only an expert can assess all the factors which may discourage a hypothetical purchaser from paying the apparent value of a reversionary interest.

Relieving the gloom

As a tailpiece to this lugubrious series we draw attention to a published Estate Duty Office concession which is not as well known as it might be. A reasonable amount for mourning for the family and servants is allowed as part of the funeral expenses, and in the case of large estates a tactful inquiry at the right time about the amount spent on mourning may result in a saving of duty—and a staff of servants warmly, if soberly, clad for many months to come.

(Concluded) PHILIP LAWTON.

Landlord and Tenant Notebook

COVENANT TO USE FOR TWO PURPOSES

THE point decided in *Packaging Centre, Ltd.* v. *Poland Street Estate, Ltd.* (1961), 178 E.G. 189, was, I believe, a novel one. We are familiar with the numerous authorities in which the courts have been asked to prevent a covenantor from carrying on a business said to be within the scope of a restrictive covenant, the question being what is covered by such expressions as "butcher," "tobacconist," "motor garage," etc. They can, incidentally, be usefully referred to by anyone who cares to answer a client's complaint that the law and the law courts are out of touch with life: my own favourite would be *Stuart* v. *Diplock* (1889), 43 Ch. D. 343 (C.A.) (though it concerned a landlord's covenant affecting adjoining premises), in which the Court of Appeal, with ruthless logic, exposed the fallacy in Kekewich, J.'s reasoning amounting to: "All ladies' outfitters sell combinations; the defendants sell combinations; therefore the defendants are ladies' outfitters."

The last-mentioned case dealt with the problem of overlapping; in *Packaging Centre, Ltd.* v. *Poland Street Estate, Ltd.*, one might call the phenomenon complained of "underlapping." The defendants held a lease of premises in which they had covenanted to use those premises "for the purposes of offices and showrooms of a packaging centre only." The lease also contained the usual restriction on alienation without consent. They proposed to underlet to a concern which would use the premises for the purposes or purpose of offices only. The plaintiffs refused the necessary consent. At first instance, the county court judge held that this refusal was unreasonable. The Court of Appeal allowed the plaintiffs' appeal.

The decisive argument was, to put it briefly, that the conjunction "and" was used conjunctively, not disjunctively; but it may be that all the arguments advanced by the plaintiffs affected this point.

Effect on reversion

Thus they urged that the granting of the consent would ultimately occasion them loss, there being no longer any showroom goodwill attached to the premises. A landlord is, of course, entitled to consider what effect a proposed assignment or subletting will have on the value of his property: *Re Town Investments, Ltd., Underlease; McLaughlin* v. *Town Investments, Ltd.* [1954] Ch. 301; and there is authority for the proposition that an objection on the mere ground that the proposed user differs from that for which the property was let is not unreasonable: *Harrison, Ainslie & Co.* v. *Barrow-in-Furness Corporation* (1891), 39 W.R. 250, in which lessees of an iron furnace proposed to assign to assignees who agreed (in effect) not to use the premises as such and it was held that the intended assignees were not "a person of responsibility and respectability."

The point may have contributed to the decision whether the "and" was conjunctive or disjunctive, but once an inevitable breach was established there would be no need to prove apprehended depreciation. It may be observed that Pt. II of the Landlord and Tenant Act, 1954, excludes from its scope tenants who carry on a business in breach of a prohibition "however expressed" of use for business purposes, but this "does not include a prohibition of use for the purposes of a specified business, or of use for purposes of any but a specified business . . .": s. 23 (4).

Use of plural

It was also argued that the use of the plural—for the purposes of—showed that what was intended was use for the two purposes. The Court of Appeal did not agree, pointing out that "for the purposes of" was often used in connection with one activity. Indeed, the above-mentioned s. 23 (4) of the Landlord and Tenant Act, 1954, so uses it.

"And"

Disputes about whether "and" is to be interpreted conjunctively or disjunctively have been a feature of the law for centuries. Plenty of examples can be found of "and" being read as "or" and "or" being read as "and." But in *Mersey Docks and Harbour Board* v. *Henderson Brothers*

(1888), 13 App. Cas. 595, Lord Halsbury registered something like a protest: "I know of no authority for such a proceeding unless the context makes the necessary meaning of 'or' 'and,' as in some instances it does . . . It may indeed be doubted whether some of the cases of turning 'or' into 'and' and vice versa have not gone to the extreme limit of interpretation . . ."

It seems remarkable that the question has not arisen before in connection with covenants restricting user to specified businesses. We so often find the word "and" in the descriptions used. The defendants in *Stuart* v. *Diplock*, *supra*, called themselves "fancy drapers and hosiers." We have "newsagents, confectioners and tobacconists," "builders and decorators," and "builders and undertakers." But, as far as the reports are concerned, no newsagent, etc., has been held to infringe a covenant by ceasing to sell tobacco, no builder and decorator has been held to be under a duty to decorate, and no builder and undertaker has been held to have undertaken to conduct funerals.

While the Court of Appeal held, in *Packaging Centre, Ltd.* v. *Poland Street Estate, Ltd.*, that the "and" was conjunctive, this does not, I submit, warrant the proposition that there can be no cases in which the context would not make it necessary to interpret that word as used disjunctively. If any reader occupies offices under a lease obliging him to use them for the purposes of a solicitor and commissioner for oaths, I doubt whether he would not be entitled to assign or sublet to a solicitor whom the Lord Chancellor had not commissioned to administer oaths.

R. B.

HERE AND THERE

STRANGERS WITH US

THE problem of the immigrant workman has many sides to it. The one uppermost in the minds of many of the inhabitants of this island is (as a charming and witty Nigerian girl once put it to me) that a few generations hence all the English will have black faces and talk with Irish accents. Then there is the problem of the negro lightheartedness and levity running counter to the law of gravity in the British temperament, especially among the more seriously conformist of the beneficiaries of the new Affluent State. The immigrants' approach to work is also different. The English workman is accomplished alike in the techniques of production and the techniques of the strike, inured to an industrial background with all its implications, so that it has become to him more "natural" than nature itself, hills and fields and the sea, whereas the Irishman or the West Indian walks into our scientific Wonderland with something of the naïve, simple straightforwardness of Alice, half admiration and half impatient bewilderment. The causes and effects which were familiar to either of them in their own islands, brilliant tropical or rain-washed emerald, have lost their native relevance, and their relations with inanimate objects must be re-thought, no less than their relations with the equally incomprehensible human creatures to whose customs they must adjust their way of life.

HEROIC STRIKES

THE individualism of the instinctive Irish approach to a technical problem was interestingly illustrated in a case which recently engaged the Court of Appeal. A building labourer, who had not long abandoned life on an Irish farm, was instructed by his employers to saw off one end of a steel pipe with a hacksaw. After some five minutes of monotonous effort had failed to sever it, the good practical fellow, seeing no sense in a further waste of energy, took a 14 lb. sledgehammer to it, the largest he could find, and dealt the pipe ten resounding blows worthy of Niall of the Nine Hostages, or Brian Boru or any of the legendary heroes of Ireland's heroic age. The effect was, indeed, as startling as any of the mythological misfortunes which befell the heroes of old. As if he had joined battle with a dragon, he was suddenly enveloped in a great cloud of scalding steam. Since the more gradual method of the hacksaw was apparently a perfectly safe method of severing the pipe and the notion of smashing the valve with a sledgehammer is entirely novel in the building trade in England, no one had thought of telling the Irishman that there was steam in the pipe. Mr. Justice Paull awarded him damages for the injuries which he had sustained and his employers appealed to the Court of Appeal, contending that the plaintiff's startlingly untechnical approach to his task was something which they could not possibly have foreseen.

THE IRISH WAY

THE presence of Lord Justice Harman in the Court of Appeal was a guarantee that the Irish aspects of the case would not be swamped by English incomprehension. When counsel for the appellants said that the judge had attached importance to the fact that the plaintiff was an Irish farm labourer, the lord justice protested that the Irish are not less intelligent than the English. Counsel agreed that the plaintiff was a man of intelligence and understanding and added that, after all, English is one of the languages spoken in Ireland, but Lord Justice Ormerod suggested that certain words may have different meanings in Ireland just as they have in America, whereupon Lord Justice Harman remarked that he did not know that they spoke English in America. As to the actual method adopted by the plaintiff in his approach to the problem of the pipe, Lord Justice Harman seemed to suggest that it was not very far from amounting to an old Irish custom. "If an Irishman mends his motor car," he said, "he always hits it with a hammer. Every Irish garage has a good selection of hammers. It does wonders, I assure you." The Irish attitude towards the internal combustion engine is anything but technological. I once knew an Irishman who mended a leaking radiator on a lonely country road with a poached egg. He got it from a cottage, and the hot water did the rest. Similarly, there was the Irish engine driver who repaired a broken-down locomotive with a strand of wire cut from a track-side fence. But Ireland is incurably Irish, and what works there does not necessarily work here. The Court of Appeal found for the employers. As Lord Justice Harman said, there was madness in the plaintiff's method and it could not have been foreseen that he would use a sledgehammer when told to use a hacksaw—not in England anyhow. All the same, in Ireland you must be prepared for a more imaginative and practical approach than here. To an Englishman a hot water pipe is just a hot water pipe. Not so in Ireland. I know a tiny island off her Atlantic coast where a cargo ship

went on the rocks about a year ago. In her engine room there were enormous lengths of pipes in the shape of a succession of elongated U's. What use are pipes on an island without running water? Oh, yes, they have a use, especially on a treeless island where no wood grows. All over the place great sections of it are now installed as gates, and very decorative and effective they are.

RICHARD ROE.

IN WESTMINSTER AND WHITEHALL

ROYAL ASSENT

The following Bill received the Royal Assent on 24th October:—

Housing.

STATUTORY INSTRUMENTS

Companies (Fees) (Scotland) Regulations, 1961. (S.I. 1961 No. 1974.) 6d.

Companies (Forms) (Amendment No. 2) Order, 1961. (S.I. 1961 No. 1966.) 1s. 3d.

County of the North Riding of Yorkshire (Electoral Divisions) Order, 1961. (S.I. 1961 No. 2008.) 6d.

Covent Garden Market (Licences) Regulations, 1961. (S.I. 1961 No. 2019.) 7d.

Covent Garden Market Authority (Date of Constitution) Order, 1961. (S.I. 1961 No. 2018.) 6d.

Doncaster By-Pass (Connecting Roads) Special Roads Scheme, 1961. (S.I. 1961 No. 1991.) 6d.

London-Brighton Trunk Road (Bolney Crossways Diversion) Order, 1961. (S.I. 1961 No. 1961.) 6d.

London Traffic (40 m.p.h. Speed Limit) (No. 13) Regulations, 1961. (S.I. 1961 No. 1969.) 6d.

London Traffic (Prohibition of Waiting) (Datchet) Regulation, 1961. (S.I. 1961 No. 1985.) 6d.

London Traffic (Weight Restriction) (Kingston-upon-Thames) Regulations, 1961. (S.I. 1961 No. 1986.) 6d.

London Traffic (Weight Restriction) (Leatherhead) Regulations, 1961. (S.I. 1961 No. 1987.) 6d.

Narberth Rural Water Order, 1961. (S.I. 1961 No. 1975.) 7d.

Parking Places (City of London) (No. 1, 1961) (Amendment) Order, 1961. (S.I. 1961 No. 1952.) 7d.

Parking Places (St. Marylebone) (No. 1, 1959) (Amendment No. 5) Order, 1961. (S.I. 1961 No. 1962.) 8d.

Parking Places (St. Marylebone) (No. 1, 1960) (Amendment) Order, 1961. (S.I. 1961 No. 1963.) 11d.

Police Federation Act, 1961 (Commencement No. 1) Order, 1961. (S.I. 1961 No. 1976 (C.17).) 6d.

Pontefract, Goole and Selby Water Board Order, 1961. (S.I. 1961 No. 1983.) 1s. 9d.

Stopping up of Highways Orders, 1961:—

County of Flint (No. 2). (S.I. 1961 No. 1993.) 6d.

County of Hertford (No. 10). (S.I. 1961 No. 1992.) 6d.

County of Lincoln, Parts of Kesteven (No. 2). (S.I. 1961 No. 1978.) 6d.

London (No. 38). (S.I. 1961 No. 1968.) 6d.

County of Northampton (No. 6). (S.I. 1961 No. 1959.) 6d.

County of Nottingham (No. 3). (S.I. 1961 No. 1960.) 6d.

County of Nottingham (No. 4). (S.I. 1961 No. 1957.) 6d.

City and County Borough of Plymouth (No. 1). (S.I. 1961 No. 1958.) 6d.

County of Somerset (No. 5). (S.I. 1961 No. 1994.) 6d.

County of Surrey (No. 9). (S.I. 1961 No. 1967.) 6d.

West Riding of Yorkshire (Advance Payments for Street Works) Order, 1961. (S.I. 1961 No. 1998.) 6d.

Worcester-Wolverhampton-South of Stafford Trunk Road (Hawford Diversion) Order, 1961. (S.I. 1961 No. 1977.) 6d.

SELECTED APPOINTED DAYS

October

27th — Companies (Floating Charges) (Scotland) Act, 1961.

November

1st — Food Hygiene (General) Regulations, 1960 (S.I. 1960 No. 1601), in relation to ships.

Licensing Act, 1961, ss. 1–4, 5 (7), 7 (1)–(3), (5)–(7), 8 (2)–(9), 10–24, 37 (1)–(3), (6), (7), 38, Scheds. I, IV, IX, Pt. I, Pt. II (in part).

Licensing (Metropolitan Special Hours Area) Order 1961. (S.I. 1961 No. 1671.)

Police Federation Act, 1961.

CORRESPONDENCE

[The views expressed by our correspondents are not necessarily those of "The Solicitors' Journal"]

Less than Little

Sir,—Richard Roe's entertaining articles are as much enjoyed by those who read them north of the border as they are in England and for that reason I hope he will not mind if I draw attention to an inaccuracy which appeared in his notes in your issue of 13th October. In reference to the difficulties which have come to a head in connection with the Poor Roll system in Scotland, he states that "there is a general feeling that the Poor Roll remuneration has been too low for too long." The fact, which is perhaps not generally realised, is that counsel and solicitors appearing for poor persons in criminal causes in Scotland receive no fees for their services. In these matters our brethren south of the border seem to arrange their affairs much better!

R. B. LAURIE,
Secretary,
The Law Society of Scotland.

Edinburgh, 1.

Obituary

Mr. REGINALD HUBERT VICTOR CAVE, solicitor, of Bristol, died on 19th October, aged 64. He was admitted in 1924.

Mr. CHARLES HOULDSWORTH KENWORTHY, retired solicitor, of Ealing, died on 25th October, aged 69. He was admitted in 1921.

Mr. ARTHUR BERTRAM PLUMMER, solicitor, of Leicester, died on 24th October, aged 83. He was admitted in 1901.

Mr. HENRY CHARLES JOHN RUSSELL SMITH, solicitor, of Hove, formerly of Berkhamstead and Watford, died on 21st October, aged 80. He was admitted in 1904.

Dr. ALFRED EDWARD WESTERN, retired solicitor, of London, W.C.2, and an early pioneer of legal aid, died on 11th October, aged 88. He was admitted in 1900.

REVIEWS

MacGillivray on Insurance Law. Relating to all risks other than marine. Fifth Edition. Two Volumes. By DENIS BROWNE, M.A., of Lincoln's Inn, Barrister-at-Law. pp. lxxx, viii, 2,566 and (Index) 49. 1961. London: Sweet & Maxwell, Ltd. £12 12s. net.

This, the fifth, is the first edition of this well known leading work on insurance law not to have Mr. MacGillivray's name on the title page as author. The present editor, Mr. Denis Browne, who has been associated as co-author with all the previous editions save the original one of 1912, tells us in a preface, however, that a substantial number of notes of Mr. MacGillivray are incorporated in this edition.

Since the previous edition was published in 1953 new legislation has been enacted which affected the contents of this work, principally the Insurance Companies Act, 1958, although note has also been taken of such statutes as the Births and Deaths Registration Act, 1953, the Road Traffic Act, 1960, the Friendly Societies Act, 1955, the Mental Health Act, 1959, and the Finance Act, 1959. The Suicide Act, 1961, is dealt with in the preface, where a warning is given that it affects the substance of certain paragraphs of the book.

This edition is greatly improved by its division into two volumes; the work will be easier to handle as a result. Each volume includes the index, which is helpful; reference is made to paragraph numbers, not page numbers, and a line to this effect at the beginning of the index would be appropriate. In general the first volume deals with insurance companies and general principles applicable to all contracts of insurance, and the second volume with the particular types of insurance, plus chapters on insurance against third-party risks, claims for premiums and stamp duties.

The thorough coverage of English insurance law which readers have come to expect of "MacGillivray" is again provided, and is supplemented in this edition by references to some 200 American decisions the selection of which must have been a formidable task. With modern English authorities relatively scarce—a big proportion of cases cited date before this century—illustrations provided by oversea decisions are helpful, though it is debatable how far this process should be extended. We think that one candidate for inclusion in the next edition should be *Tan Kwang Chin* v. *Public Prosecutor* (1959), 25 *Malayan Law Journal* 252 (referred to at 104 SOL. J. 38), a decision of the High Court of the State of Kedah which in effect held that a learner driver with an expired provisional driving licence was covered by an insurance policy authorising any person who had been licensed to drive to do so with the insured's permission.

The editor may also like to consider adding to the section on Insurable Interest in Lives a statement as to the interest necessary to effect an insurance on the life of the Sovereign. Paragraph 2019 dealing with policies covering accidental loss or damage to property seems unduly short; for example, some householders' policies exclude cover on landlord's fixtures and a description of these for purposes of insurance law would be helpful. On a minor point of style, we much prefer reference to the Fires Prevention (Metropolis) Act, 1774, in the form of "the 1774 Act," as given in paras. 1978/9, to "14 Geo. 3, c. 78," as in paras. 1832, 1836 and 1838.

The Annual Practice, 1962. Volume 1 (with supplement to volume 2). By A. S. DIAMOND, LL.D., Master of the Supreme Court, Queen's Bench Division, I. H. JACOBS, LL.B., Master of the Supreme Court, Queen's Bench Division, PAUL ADAMS T.D., Chief Master of the Supreme Court Taxing Office, and J. S. NEAVE, LL.B., Master of the Supreme Court, Chancery Division, assisted by W. H. REDMAN, M.B.E., Masters' Secretary. pp. ccxxix, 2600 and (with Index) 304. 1961. London: Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd.; Butterworth & Co. (Publishers), Ltd. £5 17s. 6d. net. Volumes 1 and 2 together, £7 net.

The main differences in this edition of the Annual Practice have been caused by the coming into force of the Mental Health Act, 1959, and the Administration of Justice Act, 1960, and by what the editors call "the usual modern spate of new Rules," including the Rules of the Supreme Court (Nos. 2 to 5), 1960, and (No. 1), 1961, the Court of Protection Rules, 1960, the Bills of Sale (Local Registration) Rules, 1960, the Supreme Court Fees (Amendment) Orders, 1960 and 1961, and the Supreme Court Funds (No. 2) Rules, 1960. This is the 79th annual edition.

Law in the Making. By Sir CARLETON KEMP ALLEN, M.C., Q.C., D.C.L., Hon. LL.D. (Glasgow), F.B.A., J.P., of Lincoln's Inn, Barrister-at-Law. Eighth Edition. pp. xxxix and (with Index) 645. 1961. London: Oxford University Press. 10s. 6d. net.

This is not a new work. It first appeared on the legal scene in 1927 and reached its eighth edition in 1958, having in the meantime become justly established as the most mature and entertaining introduction to the sources of English law available, a classic treatise on critical jurisprudence. Now it stoops to conquer: the eighth edition has reappeared as a paperback at one-fifth of the price. No one interested in law has any excuse for not accepting this bargain. True, in the paperback edition only the Appendix on Administrative Tribunals has been brought up to date, but to ask any more would be greedy. Why cannot more such paperbacks appear? Law books generally are too big and cost too much.

County Court Notebook. Tenth Edition. By ERSKINE POLLOCK, LL.B., Solicitor. pp. 28. 1961. London: The Solicitors' Law Stationery Society, Ltd. 3s. net.

The tenth edition of the County Court Notebook follows hot-foot upon the ninth as a result of the County Court (Amendment) Rules, 1961. Now enclosed in a shiny white cover which adds to the appearance if not the price of the book, it follows faithfully the general form of its predecessors. Bearing in mind the size of the County Court Practice, it is astonishing that such a slim volume should produce in condensed form such a substantial proportion of its contents.

Eighth Conference of the International Bar Association, Salzburg, Austria, 4th–8th July, 1960. pp. xviii and (with Index) 626. 1960. The Hague: Martinus Nijkoff—Publisher. Guilders 28.50.

This volume comprises brief descriptions of the proceedings of the Eighth Conference of the International Bar Association, a summary of the General Meeting and the text of the resolution on Sovereign Immunity which it adopted, the Treasurer's Report, and the complete texts of all official reports and papers.

One of the principal aims of the International Bar Association is to provide an international meeting ground for the practising lawyer and, although many topics considered at conferences have been of interest to specialists, the trend has been to emphasise questions which arise in everyday practice. This conference was no exception as the topics discussed included the client's privilege of secrecy in his communications with his attorney, the propriety of the use of tape-recorders and films for evidence and monopolies and restrictive trade practices. Another subject discussed was continuing education of the profession, and it is interesting to note that it seemed to be unanimously agreed that education of the lawyer should continue throughout his professional life and that such education could not be left to the individual lawyer. However, we share the view of Mr. E. W. Powell that correspondence courses would not be a popular means of achieving this end and, apart from its publications, doubt whether The Law Society can or should do much more than continue to arrange lectures, talks and conferences.

Taxation Policies in Relation to International Investment. Report of the International Chamber of Commerce Commission on Taxation. pp. 33. 1961. London: International Chamber of Commerce. 4s. 6d. net.

The International Chamber of Commerce has in recent years published a number of studies and statements of policy on particular aspects of taxation as it affects international trade and investment. In this statement attention is directed to the taxation policies which, in the opinion of the Commission on Taxation, are best suited to increasing and accelerating the flow of international investment and enterprise. It is a helpful document and will give all concerned with these problems much food for thought.

NOTES OF CASES

These notes are published by arrangement with the Council of Law Reporting. Except in respect of those marked °, full reports of the judgments, revised by the judges, will shortly appear in the Weekly Law Reports. A list of cases reported in today's issue of "W.L.R." is set out at the end of these notes.

Case Editor: J. D. PENNINGTON, Esq., Barrister-at-Law

House of Lords

LANDLORD AND TENANT: BUSINESS PREMISES: MEANING OF "LANDLORD"

Bowes-Lyon *v.* Green

Lord Reid, Lord Morton of Henryton, Lord Cohen, Lord Morris of Borth-y-Gest and Lord Hodson. 26th October, 1961

Appeal from the Court of Appeal ([1961] 1 W.L.R. 503; p. 280, *ante*).

R held certain premises under a very long lease. *W* held a sublease of the whole of the premises from *R* for a term expiring on 4th April, 1959. The respondent held a sublease of the ground floor and basement of the premises from *W* for a term expiring on 1st April, 1959. The appellant held a sublease of the ground floor only from the respondent for a term expiring on 31st March, 1959. Part II of the Landlord and Tenant Act, 1954, did not apply to *W's* tenancy, but applied to the respondent's tenancy and that of the appellant. By an instrument, dated 19th March, 1958, and called a reversionary lease, *R* granted the appellant a lease of the ground floor of the premises for a term of seven years from 5th April, 1959. In an action by the respondent for one quarter's rent due on 24th June, 1959, the appellant contended that s. 28 of the Act applied, that the instrument of 19th March, 1958, was an agreement between the landlord and the tenant for the grant to the tenant of a future tenancy of the holding on terms and from a date, viz., 5th April, 1959, specified in the agreement, that the appellant's tenancy was the "current tenancy" referred to in s. 28 of the Act, and that it was continued by s. 24 of the Act only until 5th April, 1959, and no longer, and was not, therefore, a tenancy to which Pt. II of the Act applied; and that the appellant was not the respondent's subtenant but the subtenant of *R* under the instrument dated 19th March, 1958, which bound the interest of the respondent, giving her a right to compensation under the Act. The Court of Appeal, affirming Pearson, J., held that *R* was not the landlord under s. 28 and that the respondent was entitled to recover the rent claimed. The appellant appealed.

LORD REID said that whether *R* was "the landlord" within the meaning of the Act on 19th March, 1958, involved consideration of s. 44, which contained a definition of "landlord." In order to succeed the appellant had to show that s. 28 applied to the reversionary lease granted by *R* and, therefore, that *R* was "the landlord" when he granted it. If the respondent's interest in the property at that time fulfilled conditions (*a*) and (*b*) of s. 44 (1) then she was "the landlord" and *R* was not. It was argued for the appellant that the tenancy referred to in s. 44 (1) (*b*) was only the contractual tenancy. In this case the respondent's contractual term came to an end on 1st April, 1959, within fourteen months of the relevant date, so it was said that her interest could not fulfil the condition. But that was confusing terms and tenancy; no tenancy came to an end on 1st April, 1959. At the relevant date the respondent's tenancy was protected by the Act and if it remained a protected tenancy it could not come to an end on the expiry of the contractual term. His lordship saw no ground for reading into the Act words to make it read "a tenancy of which the contractual term will not come to an end within fourteen months." It followed that, in his judgment, the respondent's interest for the time being on 19th March, 1958, fulfilled condition (*b*). It was not seriously argued that it did not fulfil condition (*a*). Accordingly, the respondent was "the landlord" and *R* was not. He would dismiss the appeal.

LORD COHEN delivered an opinion in favour of allowing the appeal.

The other noble and learned lords delivered opinions in favour of dismissing the appeal. Appeal dismissed.

APPEARANCES: *H. A. P. Fisher*, Q.C., and *J. G. Wilmers* (*Layton & Co.*); *C. L. Hawser*, Q.C., and *C. Lawson*, Q.C. (*Tringhams*).

[Reported by J. A. GRIFFITHS, Esq., Barrister-at-Law]

ESTATE DUTY: VALUATION OF SHARES: "CONTINGENT LIABILITIES"

***In re* Sutherland; Winter and Others *v.* Inland Revenue Commissioners**

Lord Reid, Lord Tucker, Lord Birkett, Lord Hodson and Lord Guest. 26th October, 1961

Appeal from the Court of Appeal ([1960] Ch. 611; 104 SOL. J. 684).

The deceased had "control" of a company within the meaning of s. 55 of the Finance Act, 1940, during the five years ending with his death on 29th March, 1953, so that the shares which he held in the company fell to be valued for estate duty purposes by reference to the net value of the company's assets, pursuant to ss. 50 and 55 of the Act of 1940. The assets of the company included five ships for which, at the deceased's death, the company had received capital allowances under Pt. X of the Income Tax Act, 1952, leaving a sum as "expenditure unallowed" as defined by s. 297 of the 1952 Act. The ships were sold during the period November, 1953, to February, 1954, for a sum greater than the expenditure unallowed, and this gave rise to balancing charges under s. 292 of the 1952 Act, resulting in additional income tax and profits tax assessments at the current rates. The executors of the deceased took out a summons to determine whether under s. 50 (1) of the Finance Act, 1940, as applied by s. 55 (2) (*c*) of that Act, any allowance could be made for the balancing charge (giving rise to income tax and profits tax) in valuing the shares of the company for estate duty purposes at the deceased's death. Danckwerts, J., answered the question in the negative and the Court of Appeal affirmed his decision. The executors appealed.

LORD REID said that the question depended ultimately on the proper construction of the words "contingent liabilities" in s. 50 (1) of the Finance Act, 1940. There were two contingencies which had to be fulfilled or conditions which had to be purified before tax could be demanded from the company: the sums received for the ships must exceed the unallowed expenditure, and there must be no relevant change in the law and no failure to enact a Finance Act. In his lordship's opinion there was a contingent liability of the company to pay tax, because the essence of a contingent liability must surely be that it might never become an existing liability because the event on which it depended might never happen. In his view, the case must go back to the commissioners in order that they might make the estimation required by s. 50 (1) on the footing that at the date of death liability to pay under a balancing charge was a contingent liability which would become an immediate liability of the company if they sold or otherwise ceased to trade with the ships and received sums exceeding the expenditure still unallowed. He would allow the appeal.

LORD BIRKETT and LORD GUEST delivered opinions in favour of allowing the appeal.

LORD TUCKER and LORD HODSON delivered opinions in favour of dismissing the appeal.

Appeal allowed.

APPEARANCES: *Sir John Senter*, Q.C., and *Roderick Watson* (*Hyde, Mahon & Pascall*, for *Keenlyside & Forster*, Newcastle upon Tyne); *Viscount Bledisloe*, Q.C., and *E. Blanshard Stamp* (*Solicitor of Inland Revenue*).

[Reported by J. A. GRIFFITHS, Esq., Barrister-at-Law]

Court of Appeal

DIVORCE: MAINTENANCE: LUMP SUM ACCEPTED IN FULL SATISFACTION: SUBSEQUENT APPLICATION

L *v.* L

Willmer and Davies, L.JJ. 23rd October, 1961

Appeal from Marshall, J. (p. 589, *ante*).

In 1953, while a husband and wife were living apart, the husband covenanted to pay the wife, during their joint lives or for a period of seven years, whichever should be the shorter, specified monthly sums for her maintenance. In 1955 the wife was granted a decree absolute of divorce on the ground of the husband's desertion. Her petition included a prayer for maintenance, but that prayer was not proceeded with. In 1958, the wife, who had herself opened negotiations for a lump sum settlement, agreed to accept £660 in full satisfaction of all present and future rights to maintenance, and the registrar made an order by consent in the form originating in *Mills* v. *Mills* [1940] P. 124, by which the prayer for maintenance in the wife's petition was dismissed. On 1st January, 1959, the Matrimonial Causes (Property and Maintenance) Act, 1958, came into force. In 1961, the wife, being then in receipt of national assistance, sought to claim maintenance from the husband. Marshall, J., holding that the Act of 1958 entitled her to make a fresh application with the leave of the court, granted her leave to do so. The husband appealed.

WILLMER, L.J., said that, on the true construction of the Act of 1958, the husband was entitled to succeed on the appeal. Before the Act of 1958, once an application for maintenance had been dismissed by the court, jurisdiction did not exist to entertain a fresh application. All that was provided by s. 1 of the Act of 1958 was that any power to award maintenance under s. 19 of the Matrimonial Causes Act, 1950, might be exercised either "on" pronouncing the decree or "at any time thereafter." If the Legislature had intended to confer a new right to make a second application, one would expect that to have been conferred in clear and unambiguous terms, and to have included some safeguards to cover cases where orders such as that made in *Mills* v. *Mills*, *supra*, had already been made. If that was wrong, his lordship considered that, on the authorities, this agreement, having been properly sanctioned by the court, was binding on the wife and precluded her from making a second attempt to obtain an order for maintenance. Finally, if, contrary to his lordship's view, there was jurisdiction to entertain this application, the judge had exercised his discretion to grant leave to the wife without giving due weight to the highly relevant fact of an agreement freely entered into, on the finality of which the husband had no doubt ordered his future financial obligations. The appeal should be allowed.

DAVIES, L.J., delivered a concurring judgment. Appeal allowed. Leave to appeal refused.

APPEARANCES: *John Latey*, Q.C., and *Alan de Piro* (*Gamlen, Bowerman and Forward*); *James Comyn*, Q.C., and *John Mortimer* (*Benson, Mazure & Co.*).

[Reported by Miss M. M. HILL, Barrister-at-Law]

PRACTICE: AGREEMENT TO WITHDRAW APPEAL: WHETHER BINDING

National Benzole Co., Ltd. *v.* Gooch

Sellers, Upjohn and Diplock, L.JJ. 24th October, 1961

Motion.

By his writ the plaintiff claimed £11,562 10s. under a guarantee. On 30th August, 1961, Master Lawrence, in chambers, gave the plaintiff leave to sign final judgment. The defendant's appeal from the master's order was dismissed by Plowman, J., on 5th September, 1961. By a notice of appeal dated 18th September, 1961, the defendant gave notice of appeal from the judge's order. By an agreement between the parties of 3rd October, 1961, the defendant requested that the appeal be dismissed and struck out of the list, and there was added, in writing, that there should be no order as to costs. The order was not drawn up. The defendant now asked that the appeal should be heard notwithstanding his request of 3rd October for its dismissal.

SELLERS, L.J., said that in *Lamont & Co., Ltd.* v. *Hyland, Ltd.* [1950] 1 K.B. 585, at p. 587, and also in *In re Samuel* [1945] Ch. 364, it was said that, no order having been drawn up, the matter was still open for consideration by the court, which was not to be deprived of its jurisdiction. But those cases lent no support to the plaintiff's motion because in those cases there was nothing in the nature of an agreement. Here there was an agreement which terminated the appeal between the parties. In those circumstances, the court had to see on what it could exercise its discretion. All that could be said was that at a later stage the defendant had changed his solicitors and counsel and got different advice. That was not sufficient ground on which the court could properly interfere.

UPJOHN and DIPLOCK, L.JJ., delivered concurring judgments. Motion dismissed.

APPEARANCES: *Ian Percival* (*Constant & Constant*); *Alan Campbell* (*Bird & Bird*).

[Reported by Mrs. IRENE G. R. MOSES, Barrister-at-Law]

DAMAGES: LOSS OF EYE: APPEAL ON QUANTUM DISMISSED: RECONSIDERATION BY COURT

Bastow *v.* Bagley & Co., Ltd.

Sellers, Upjohn and Diplock, L.JJ. 27th October, 1961

Further consideration of an appeal from Hinchcliffe, J. (*ante*, p. 885, *sub. nom. Barstow* v. *Bagley & Co., Ltd*).

On 10th October, 1961, the court dismissed the plaintiff's appeal as to the quantum of damages, £1,150, awarded to him in respect of the loss of an eye. On 12th October, 1961, in *Wharton* v. *Sweeney*, p. 887, *ante*, another division of the Court of Appeal increased an award from £850 to £2,000 in respect of the loss of an eye in similar circumstances. On 27th October, the present appeal was reinstated before the Court of Appeal for a further hearing.

SELLERS, L.J., said that final judgment had not been entered in this appeal when the other division of the court had determined the appeal in *Wharton* v. *Sweeney*, *supra*, where the consequences affecting the plaintiff were broadly similar to those in this case. In that case the sum awarded, £850, was so low that it clearly required the court to intervene. In this case the award was £1,150, and having regard to the established principles which guided the court in reviewing damages it had left a doubt in the court's mind whether it would be proper to disturb it, but, as three of their brethren had assessed damages for the loss of an eye at £2,000, they were now satisfied that the disparity between that sum and the award here under review was too great to be just and fair to the plaintiff in all the circumstances. On the other hand, there was no statutory schedule and there never could be a sum which could be said to be established as the right sum

REGISTER OF
AUCTIONEERS, VALUERS, SURVEYORS, LAND AND ESTATE AGENTS

LONDON

CITY OF LONDON

BRIGHTWELL & MADDOCK, 29 Ludgate Hill, E.C.4. Tel. CITy 1962/6781.

CHAMBERLAIN & WILLOWS, 23 Moorgate and 58 Coleman Street, E.C.2. Tel. METropolitan 8001 (10 lines).

DEBENHAM, TEWSON & CHINNOCKS, 8 Telegraph Street, Moorgate, E.C.2. Tel. Monarch 5962 (Private branch exchange).

DOUGLAS YOUNG & CO., 12 Coleman Street, E.C.2. Est. 1868. Tel. MON 9378 and at Clapham, S.W.9.

DRON & WRIGHT, 17 Coleman Street, Moorgate, E.C.2. Tel. MONarch 6946 (PBX).

FULLER, HORSEY, SONS & CASSELL. Surveyors, Valuers and Auctioneers of Industrial Premises, Plant and Machinery. 10 Lloyds Avenue, E.C.3. ROY 4861. Established 1807.

GOOCH & WAGSTAFF, Chartered Surveyors, 3 & 4 Old Jewry, E.C.2. Tel. Metropolitan 9444.

HICKLENTON & PHILLIPS, Specialists in Valuation of Jewels and Silver for probate or purchase, 90 Cheapside, E.C.2. METropolitan 8441.

HORNE & CO. (Founded 1795), Chartered Surveyors, Chartered Auctioneers and Estate Agents, 9 Ironmonger Lane, E.C.2. METropolitan 8105 (3 lines).

KING & CO., Chartered Surveyors, 71 Bishopsgate, E.C.2. Tel. LONdon Wall 7201 (6 lines). See also North London.

MARK LIELL & SON, Chartered Surveyors, 9-13 Crutched Friars, E.C.3. Telephone ROYal 5454. And East London.

MATTHEWS & GOODMAN, Chartered Surveyors, 35 Bucklersbury, E.C.4. Tel. CITy 5627.

MOORE, C. C. & T., Chartered Surveyors, 13 Lime Street, E.C.3 (Established 1820). Tel. MAN 0335/7.

RICHARD ELLIS & SON, Chartered Surveyors, 165 Fenchurch Street, E.C.3. Est. 1773. Tel. MINcing Lane 4272.

ST. QUINTIN, SON & STANLEY, Chartered Surveyors, 149 Leadenhall Street, E.C.3. Est. 1830. Tel. AVEnue 6055.

TOPLIS & HARDING & FINDLAY, 13/14 Union Court, Old Broad Street, E.C.2. Tel. LONdon Wall 7071.

HAROLD WILLIAMS & PARTNERS, Chartered Surveyors, Valuers, Chartered Auctioneers and Estate Agents, Temple Chambers, Temple Avenue, E.C.4. Tel. Ludgate Circus 9288. And at 80 High Street, Croydon. Tel. Croydon 1931.

NORTH LONDON

ALFRED SLINN & CO. (Est. 1889), Muswell Hill Broadway, N.10. Tel. TUD 0091 (5 lines).

BARBER & MOORE, F.A.L.P.A., 26 Stoke Newington Road, N.16. Tel. CLissold 2143/4.

BATTY & STEVENS, 269 Archway Road, Highgate, N.6. Tel. NOU 3424/5. Also at Muswell Hill, Finchley and Barnet, Herts.

KING & CO., Chartered Surveyors, 725 Green Lanes, N.21. Tel. LABurnum 6633 (5 lines). See also City of London.

J. MAUNDER TAYLOR, Chartered Surveyor, Chartered Auctioneer and Estate Agent. 1318 High Road, N.20. Tel. HILLside 2377/7217.

NEWBON & SHEPHARD, Auctioneers, Surveyors and Estate Agents, 274/5 Upper Street, Islington, N.1. Tel. CANonbury 1800.

PERRY & SEYMOUR, Surveyors, Valuers and Estate Agents, 6 Stoke Newington Road, N.16. Tel. CLissold 6611/2.

H. PUTT & SONS, Chartered Surveyors, 580 Green Lanes, London, N.8. Tel. STA 3750. Valuations for Probate and Compulsory Acquisition. Urban Estate Managers.

STURT & TIVENDALE, Chartered Surveyors, 1261 High Road, Whetstone, N.20. HIL 3331/2 and at Highgate, N.6, and Muswell Hill, N.10.

WARD, SAUNDERS & CO., 298/299 Upper Street, Islington, N.1. Tel. Can 2487/8/9.

NORTH-EAST LONDON

H. EDELMAN & CO., F.A.I., Chartered Auctioneers and Estate Agents, Surveyors, Valuers, 172 Clapton Common, E.5. STA 0036.

WM. STEVENS & SON, 5 Dalston Lane, E.8. Auctioneers and Surveyors. Est. 1869. Tel. CLissold 1802. Also at Brondesbury, N.W.6, and Edgware.

NORTH-WEST LONDON

ANDREWS, PHILIP & CO., F.R.I.C.S., Chartered Surveyors, 275 Willesden Lane, N.W.2. Tel. WILlesden 2236/8.

NORTH-WEST LONDON *(continued)*

ANSCOMBE & RINGLAND, G. B. Slater, W. Andrews, J. G. Slater, Chartered Surveyors, Auctioneers and Estate Agents, 8 Wellington Road, N.W.8. Tel. PRI 7116.

BENNETT & CO., Surveyors, Valuers, Auctioneers, 167 Cricklewood Broadway, N.W.2. Tel. GLAdstone 6666 and 7871 (6 lines).

CAMERONS (Est. 1908), Estate Agents and Valuers 90 Walm Lane, N.W.2. Tel. WIL 0091.

T. B. WESTACOTT & SONS, Surveyors, Valuers and Auctioneers, 74 Camden Road, N.W.1. Tel. GULliver 3331/2.

SOUTH-EAST LONDON

BLAKE & DANNATT (Est. 1875), Chartered Surveyors, R. S. Jackson, F.R.I.C.S., F.A.I., George Dannatt, F.R.I.C.S., F.A.I., 18 Nelson Road, S.E.10. Tel. GREenwich 0593/0560.

EASTMAN BROS., Estate Agents & Valuers, 280 Kirkdale, S.E.26. Tel. SYD 6601.

FURLONG (H. J.) & SONS, Surveyors, Auctioneers and Valuers, 1 Woolwich New Road, Woolwich, S.E.18. Tel. 1467/8. And at Eltham, S.E.9, and branches.

HUMPHREYS, SKITT & CO. (Est. 1793), 205 Greenwich High Road, S.E.10. GRE 1102/3.

NOYS & HOWES, F.A.L.P.A., 4 Sydenham Road, S.E.26, and 137 Anerley Road, S.E.20. Tel. Syd. 5173, 6293, and 4742.

PEARSONS, Chartered Surveyors, 189/191 Stanstead Road, Forest Hill, S.E.23. Tel. FOR 1133/6.

VICTOR W. HINDWOOD & CO., Auctioneers and Surveyors, 37 Charlton Church Lane, S.E.7. Tel. GREenwich 1144/5/6. Blackheath Village, S.E.3. Tel. LEE 3747. And Branches.

SOUTH-WEST LONDON

ACLAND & CO., Estate Agents, Surveyors and Valuers. Rents collected. 193 New King's Road, S.W.6. Tel. REN 1368/9 & 2317. Also at Richmond, Surrey (q.v.).

ANLEY & CO., Auctioneers and Surveyors, 853 Fulham Road, S.W.6. REN 2383/5.

GEORGE BELBIN & CO., Chartered Surveyors and Valuers, 1 Knightsbridge Green, S.W.1. Tel. KNightsbridge 8846/8.

CALLOW & CO. (Estab. 1845), 1 Leigham Court Road, Streatham, S.W.16. Tel STR 0185/6 & STR 5252.

EDWIN EVANS & SONS (Est. 1880), Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 251 & 253 Lavender Hill, Clapham Junction, S.W.11. Tel. BAT 0051 (4 lines). And at Morden, Surrey. Tel. MIT 2281.

FINCH & CO., F.R.I.C.S., F.A.I., 187 Kingston Road, Wimbledon. Tel. LIB 3345. And Clapham, S.W.4.

JOHN FOORD & CO., 56 Victoria Street, S.W.1. Tel VIC 2002/4. Industrial Valuers, Buildings, Plant & Machinery.

W. HALLETT & CO. (Est. 1869), Surveyors, Valuers and Estate Managers (L. J. Nixon, A.R.I.C.S., Chartered Surveyor, A. R. Nixon, A.A.L.P.A.), 6 Royal Parade, Kew Gardens, Richmond. Tel. RIChmond 1034 and 5950.

C. ERNEST MANEY, F.A.I., F.V.I., 1 Cavendish Parade, South Side, Clapham, S.W.4. Tul 4414.

RAYNERS, Property Managers, 30 Upper Richmond Road, Putney, S.W.15. Tel. VANdyke 1000/3166/4242.

TAYLOR, A. W., & CO., Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 159 Putney High Street, S.W.15. Tel. Putney 0034 (3 lines). Est. 1883.

WATSON & EWEN (Est. 1896), 366 Streatham High Road, S.W.16 (F.R.I.C.S., F.A.I.). Tel. Streatham 0232 and 4788.

WILLIAM WILLETT ESTATE AGENTS LTD., Sloane Square, S.W.1. Tel. Sloane 8141. And at 146 Gloucester Road, S.W.7. Tel. Frobisher 2238.

YORK & JONES. Office & Business Premises Specialists, 11 Palmer Street S.W.1. Tel. ABB 1181/4.

EAST LONDON

ANSTEYS (Est. 1878), Chartered Surveyors, Auctioneers and Valuers, 511 Barking Road, Plaistow, E.13. Tel. Grangewood 0308.

H. J. BLISS & SONS (Est. 1816), 162/4 Bethnal Green Road, E.2. Tel. BIS 4818/9.

BROWN & EWIN, Chartered Auctioneers and Estate Agents, 218 East India Dock Road, E.14. Tel. East 3872.

EAST LONDON *(continued)*

CLARKSON & PARTNERS, Chartered Surveyors and Estate Agents, 223 East India Dock Road, E.14. Tel. EASt 1897/8. And at 23 Billiter Street, E.C.3. Tel. ROYal 1006/7.

MOORE, C. C. & T., Chartered Surveyors, 33 Mile End Road, E.1. City Office; 13 Lime Street, E.C.3. Tel. MAN 0335/7.

TAYLOR, LOCKHART & LANG, Auctioneers, Surveyors and Estate Managers, Est. 130 years. (S. S. Lockhart, F.A.L.P.A., J. W. Lockhart, A.R.I.C.S., A.A.I., R. A. Lang, A.R.I.C.S., M.R.S.H.). 230/232 Whitechapel Road, E.1. BIShopsgate 7378 and at 95 Park Lane, W.1.

WEST-CENTRAL LONDON

BAILEY & WOODBRIDGE, 9 Great Russell Street, W.C.1 Tel.: MUSeum 2624. Estate Agents, Surveyors, Investment Specialists.

BUCKLAND & SONS, 4 Bloomsbury Square, W.C.1. Tel. HOL 0013/4. Also at Windsor, Slough and Reading.

SAVILL, ALFRED & SONS, Chartered Surveyors, Land and Estate Agents, Valuers and Auctioneers, 51a Lincoln's Inn Fields, W.C.2. Tel. HOLborn 8741/9. Also at Chelmsford, Guildford, Norwich, Wimborne and Woking.

E. A. SHAW & PARTNERS (Est. 1899). Surveyors and Valuers, 19 and 20 Bow Street, W.C.2. Tel. COV 2255.

WEST END LONDON

BEECROFT SONS & NICHOLSON—H. C. H. Beecroft, P. R. Beecroft, F.R.I.C.S., F.A.I., Valuers, Surveyors and Assessors, 32a Weymouth Street, W.1. Tel. LAN 6721 (4 lines).

DOUGLAS KERSHAW & CO., Chartered Auctioneers and Estate Agents, Valuers. 20 Brook Street, W.1. Tel. MAYfair 4928 and 3404.

DOUGLAS YOUNG & CO., 1 Dover Street, W.1. Tel. HYD 6441 and at E.C.2.

DRIVERS, JONAS & CO., Chartered Surveyors, Land Agents and Auctioneers, 7 Charles II Street, St. James's Square, S.W.1. Tel. TRAfalgar 4744.

FOLKARD & HAYWARD, 115 Baker Street, W.1. Tel. WELbeck 8181.

HERRING, SON & DAW (incorporating Arthur F. Bourdas), Rating Surveyors, Valuers and Town Planning Consultants, 23 St. James's Square, S.W.1. Tel. TRAfalgar 4121.

MAPLE & CO., LTD., Estate Offices, 5 Grafton Street, Bond Street, W.1. Tel. HYDe Park 4685.

PERRY & BELL, Bell House, 175 Regent Street, W.1. Tel.: REGent 3333 (4 lines). Surveyors, Valuers, Estate Agents and Auctioneers.

WEST LONDON

ALLEN & NORRIS, LTD., Estate Agents, Valuers and Surveyors, 190 Fulham Palace Road, W.6. Tel. Ful 7817/8/9.

ATHAWES, SON & CO., F.A.I. (Est. 1871), Chartered Auctioneers & Estate Agents, Valuers, Surveyors and Estate Managers, Acton, W.3. (ACOrn 0056/7/8.)

BEALE & CAPPS, Chartered Auctioneers, Surveyors, Valuers, 126 Ladbroke Grove, W.10. Tel. PAR 5671.

CHESTERTON & SONS, Chartered Surveyors, Auctioneers and Estate Agents, 116 Kensington High Street, W.8. Tel. Western 1234.

COLE, HICKS & CHILVERS, Surveyors, etc., Helena Chambers, 42 The Broadway, Ealing, W.5. Tel. Eal 4014/5.

COOKES & BURRELL, Chartered Auctioneers and Estate Agents, Surveyors and Valuers, West Kensington, W.14. Tel. FULham 7665-6.

FARNHAM & COIGLEY, Chartered Surveyors and Estate Agents, 9 Kensington Church Street, W.8. Tel. WESTern 0042.

FLOOD & SONS, Chartered Auctioneers and Estate Agents, 8 Westbourne Grove, W.2. Tel. BAY 0803.

TIPPING & CO., Surveyors, Estate Agents and Valuers, 56 Queensway, W.2. Tel. BAY 6686 (4 lines).

GEO. WESTON, F.A.I., Auctioneers, Estate Agents, Valuers, Surveyors, 10 Sutherland Avenue, Paddington, W.9. Tel. Cun 7217 (5 lines).

LONDON SUBURBS

Barnes, East Sheen and Roehampton.—RODNEY SCOTT & CO. (F. G. Porter, F.A.I.), 121 Church Road, Barnes, S.W.13. RIV 2641 (3 lines). And East Sheen.

Battersea, Clapham Junction, Tooting, Southfields.—RAYNERS (Neville Rayner, J.P., F.V.I., F.R.V.A.; L. S. E. Pegler, A.R.I.C.S., A.A.I.). 205 Lavender Hill, S.W.11. Tel. BATtersea 8686. Four Offices.

Blackheath and Sidcup.—DYER SON & CREASEY, Chartered Surveyors, 22 Tranquil Vale, S.E.3, and 111 Station Road, Sidcup.

Brentford (for West London and West Middlesex).—LINNEY, MATTHEWS & CO. (C. A. Naylor, F.A.I., F.A.L.P.A., F.V.I.), Chartered Auctioneers and Estate Agents, Valuers, 112 High Street, Brentford. Tel. ISLeworth 5277/8.

Chiswick and Bedford Park.—TYSER, GREENWOOD & CO., 386 High Road. H. Norman Harding, F.R.I.C.S., F.A.I., Ernest J. Griffen, F.A.I., G. S. Bradley, F.A.I., Est. 1873. Tel. Chiswick 7022/3/4.

(Continued on p. xvii)

Ealing, Ealing Common and District.—JONES & CO., F.A.I., Chartered Auctioneers and Estate Agents, adj. Ealing Common Station, W.5. Tel. ACO 5006 (3 lines).

East Ham.—HAMLETTS (LEWIS J. HAMLETT, F.R.I.C.S.), 764 Barking Road, Plaistow, E.13, Surveyors and Estate Agents. Est. 1893. Tel. Grangewood 0546.

East Sheen, Barnes and Richmond.—C. & E. MELVILLE (John A. Knowlton, F.R.I.C.S.), 233 Upper Richmond Road West, East Sheen, S.W.14. Tel. PROspect 1021/2/3.

to be awarded for the loss of an eye or a limb or any other bodily injury. Here the plaintiff's position was somewhat better than that of the plaintiff in *Wharton* v. *Sweeney* and, making allowance for that circumstance, they would award £1,800 damages and vary the judge's order accordingly.

DIPLOCK, L.J., delivered a concurring judgment.

UPJOHN, L.J., agreed. Appeal allowed.

APPEARANCES: *Marven Everett*, Q.C., and *S. E. Brodie* (*W. H. Thompson*); *Stanley Price*, Q.C., and *Donald Herrod* (*Geo. A. Herbert*, for *Willey Hargrave & Co.*, Leeds).

[Reported by Mrs. IRENE G. R. MOSES, Barrister-at-Law]

Chancery Division

CHARITY: TRUST FOR "HOSPITAL AND/OR HOSPITALS AND/OR CHARITABLE INSTITUTIONS": WHETHER CHARITABLE

***In re* Smith; Barclays Bank, Ltd. *v.* Mercantile Bank, Ltd., and Others**

Wilberforce, J. 4th October, 1961

Adjourned summons.

By his will, dated 19th January, 1931, a testator directed his trustees, in the events which happened, to hold the trust funds on trust to pay the income to his wife during her life and after her death, by cl. 8 of his will, "upon trust to pay or apply the same and the income thereof to or for the benefit of such hospital and/or hospitals and/or charitable institutions" as the trustees thought fit. The testator died on 6th April, 1938, and his widow died on 8th August, 1959. The trustees took out a summons to determine whether the trust in cl. 8 was a valid charitable trust.

WILBERFORCE, J., said that, interpreting the wording of the clause at its face value, it enabled the trustees to give the fund, or some part of it, to hospitals which were either charitable or non-charitable institutions. It was, therefore, not a valid charitable gift and failed for uncertainty. Order accordingly.

APPEARANCES: *E. G. Wright* (*Corbin, Greener & Cook*, for *Beaumont & Sansom*, Coggeshall); *S. W. Templeman* (*Sanderson, Lee, Morgan, Price & Co.*); *Bryan Clauson* (*Treasury Solicitor*).

[Reported by Miss M. G. THOMAS, Barrister-at-Law]

TRUSTS: VARIATION: EXTENSION OF INVESTMENT CLAUSE: WHETHER SPECIAL CIRCUMSTANCES: TRUSTEE INVESTMENTS ACT, 1961

***In re* Porritt's Will Trusts**

Pennycuick, J. 25th October, 1961

Adjourned summons.

By his will, a testator, who died in 1948, left his residuary estate on trust for his wife for life and after her death for certain of his children and their issue. The will provided that the trustees might invest only in trustee securities but that they might retain investments existing at the testator's death. The value of the estate at the testator's death was about £50,000 and it included £9,000 of ordinary stock in Porritt & Spencer, Ltd., which was worth about £10,000. The value of that stock, including bonus issues, at the date of the summons was £130,000. The trustees had retained another investment of the testator which was worth £3,000. The balance of the fund was invested in trustee securities and was worth about £12,000. The trustees applied for an extension of their powers of investment to enable them to invest the whole of the trust fund in certain equities.

PENNYCUICK, J., said that the court should not, in the absence of special circumstances, enlarge the range of investments beyond that prescribed by the Trustee Investments Act, 1961. In the present case, there were no special circumstances. Counsel had relied for a special circumstance on the fact that by far the greater part of the fund was in the stock of a single company. So far from being a special circumstance, that was a position which must regularly arise and the alternative courses open to trustees were contemplated by the Act, i.e., they might retain in whole or in part but, in so far as they sold, they must invest in accordance with the Act. Application dismissed.

APPEARANCES: *R. Cozens-Hardy Horne*; *J. A. Wolfe* (*Gregory, Rowcliffe & Co.*, for *Woodcock & Sons*, Haslingden, Lancashire).

[Reported by Miss V. A. MOXON, Barrister-at-Law]

Queen's Bench Division

ROAD TRAFFIC: DRIVING IN EXCESS OF SPEED LIMIT: WHETHER DANGEROUS DRIVING

***Tribe *v.* Jones**

Lord Parker, C.J., Ashworth and Veale, JJ.

19th October, 1961

Case stated by Southampton justices.

On 9th November, 1960, the defendant was followed by a police car as he was driving along the main road from London to Southampton and, in the course of half a mile, his speed varied between 45 and 65 miles an hour. The road was subject to a 30 miles an hour speed limit. An information was preferred against the defendant alleging that he was driving at a speed dangerous to the public, contrary to s. 2 (1) of the Road Traffic Act, 1960. The justices found that the road was wide, well-surfaced and bounded by common land, that the traffic on the road was light as it was twenty minutes past seven in the morning, and that at the time the weather was fine and the visibility was quite good, although the roads were damp. The justices were of the opinion that, at the speed at which the defendant was driving, there was no potential danger to other road users other than that inherently present when any car was driven in a manner not conforming to the law, and they dismissed the information. The prosecutor appealed.

VEALE, J., said that the justices had rightly concluded that there had been a flagrant breach of the speed limit, but in his lordship's view a fast speed which was in excess of the 30 miles an hour speed limit was not automatically dangerous, although in some and, indeed, in many cases, it might well be so. On the facts of the case, the justices were entitled to find as they did.

LORD PARKER, C.J., and ASHWORTH, J., agreed. Appeal dismissed.

APPEARANCES: *P. Wrightson* (*Sharpe, Pritchard & Co.*, for *A. N. Schofield*, Southampton).

[Reported by Miss STEINBERG, Barrister-at-Law]

PATENT: USE OF INVENTION BY CROWN: WHETHER LOSS JUSTIFYING EXTENSION

R. *v.* Patents Appeal Tribunal; *ex parte* National Research Development Corporation

Lord Parker, C.J., Ashworth and Veale, JJ.

24th October, 1961

Application for an order of certiorari.

In February, 1960, the superintending examiner acting for the Comptroller of Patents ordered, on an application under s. 24 of the Patents Act, 1949, that the term of a patent

relating to Bailey Bridges due to expire on 12th October, 1961, should be extended for three years, such extension being referable to the period after the war. He refused to order any extension in respect of the period of the war and the applicants, the assignees of the patent, duly appealed from that refusal to the Patents Appeal Tribunal (Lloyd-Jacob, J.), which upheld the superintending examiner's decision. The applicants applied for an order of certiorari to quash the decision of the tribunal on the ground that there were errors of law apparent on the face of its judgment. The complaints were that (in para. 3) the tribunal had rejected their contention that the use of the invention by the Crown during the war years was not an exploitation of the patent, and that, inasmuch as such use by the Crown could not properly be described as gainful, it should be disregarded for the purposes of s. 24; and that (in para. 4) the tribunal had dealt only with the question whether the extended use of the invention achieved after the war could or would have been achieved during the war years, but for hostilities.

ASHWORTH, J., said that if the patent was exploited during the war years, the question of gain appeared, if not irrelevant, at any rate not conclusive. As to para. 4, he did not read it in the sense alleged and in his view the tribunal was there dealing with commercial exploitation generally. In his lordship's view an essential element in any claim for an extension under s. 24 was proof of loss or damage by reason of hostilities. It was incumbent on an applicant to prove not merely that as a result of the war there had been a lack of opportunity of dealing in or developing the invention but that such lack of opportunity occasioned loss or damage to an extent which would justify some extension of the term of the patent. On the material before the court the evidence failed to establish any such loss and there was nothing to show that the tribunal's conclusion was wrong in law. There was no error of law on the face of the record. He would dismiss the motion.

LORD PARKER, C.J., and VEALE, J., delivered concurring judgments. Application dismissed.

APPEARANCES: *Guy Aldous*, Q.C., and *Douglas Falconer* (*Edwin Coe & Calder Woods*); *Stuart Bevan* (*Solicitor, Board of Trade*).

[Reported by G. L. PIMM, Esq., Barrister-at-Law]

ROAD TRAFFIC: RESTRICTED STREET: CAR LEFT OUTSIDE HOME FOR FIVE MINUTES

Clifford-Turner *v.* Waterman

Lord Parker, C.J., Ashworth and Veale, JJ.

24th October, 1961

Case stated by the Marlborough Street magistrate.

On 24th September, 1961, at 10.35 a.m., the defendant took his car to his home and left it in the street outside while he took a parcel from the car to his flat and fetched two parcels from it, bringing his wife back with him. The house was in a restricted street. The defendant was away for five minutes and on his return he found a traffic warden by his car. He was charged with unlawfully causing a vehicle to wait in a restricted street during the prescribed hours, contrary to regs. 3 and 4 of the London Parking Zones (Waiting and Loading) (Restrictions) Regulations, 1960, and reg. 1 of the regulations made by the Commissioner of Police of the Metropolis on 16th September, 1960, under s. 35 of the Road Traffic Act, 1960. The magistrate convicted. The defendant appealed, relying on the exemption in reg. 4 of the London Parking Zones (Waiting and Loading) (Restrictions) Regulations, 1960.

LORD PARKER, C.J., said that the regulations absolutely prohibited vehicles from waiting in restricted streets during the prescribed hours except for as long as might be necessary to enable anyone to board or alight. It was contended that the words " so long as might be necessary " in reg. 4 enabled the defendant to leave his car while he went to his flat and returned with his wife and parcels. That was an impossible interpretation; there was no ambiguity in the regulations and the magistrate was right in convicting.

ASHWORTH, J., said that in his view the regulations did not permit anything more than a vehicle stopping for someone to get in or out.

VEALE, J., agreed. Appeal dismissed.

APPEARANCES: *A. J. Irvine*, Q.C., and *Henry Summerfield* (*Amery-Parkes & Co.*); *Paul Wrightson* (*Solicitor, Metropolitan Police*).

[Reported by G. L. PIMM, Esq., Barrister-at-Law]

NEGLIGENCE: SOLICITOR: PURCHASE OF ANNUITY FOR ELDERLY SICK CLIENT

Dunn *v.* Fairs, Blissard, Barnes & Stowe

Barry, J. 26th October, 1961

Action.

In 1952 and again in 1956 a client consulted a solicitor about the sale of a house. On 7th January, 1957, she told him that she had had a seventy-seventh birthday and that money was then available from the sale of a house, and she discussed the question of buying an annuity with him. The solicitor thought that worry over her financial affairs was affecting her health and suggested that the purchase of an annuity should be postponed until she had had time to look for accommodation and consult her doctor. Later, she wrote to him saying that when cash was available he was to invest it in an annuity and that she had had a talk with her doctor and that he thought that a sum should be invested to bring in £3 a week, and the solicitor was to arrange for the purchase of an annuity accordingly. He had told her that she would deprive her relatives of the estate if a certain form of annuity was taken and she had then said that she had no relatives who took any interest in her and did not want to leave them any money. The solicitor set about getting a quotation, but on 5th February she wrote to him from the Marie Curie Hospital, and when he received the letter he realised that she might be suffering, or suspected of suffering, from cancer. He wrote to her asking to be told whether the annuity was to be arranged forthwith or at a later date. She wrote back telling him to arrange the annuity forthwith. The annuity was purchased for £1,303, but long before the first payment was due under it she died in hospital. The administrator of her estate claimed damages against the solicitor's firm, alleging that, through him, they were negligent in causing or permitting the client to purchase the annuity and that, since she was suffering from inoperable cancer, the bargain was unfavourable and her estate had been deprived of £1,303.

BARRY, J., said that the question was whether the client would have had a cause of action against the defendants for allowing her to part with a sum of money which was wasted; they owed no duty to the possible executors or administrators of her estate. In the circumstances, until he was aware that she was or might be suffering from cancer, the solicitor was entitled to assume that the doctors did not consider investment in an annuity uneconomic and he was justified in advising her to invest her capital in the purchase of one. It had been suggested that when he discovered the nature of her illness there was a duty on him to consult with her doctor, when he would have discovered that she had only a year or two to live and would have appreciated that the purchase was uneconomic. He had been placed in a dilemma, for he owed a duty to his client and was faced with having to proceed with the purchase or take action which would have led her to suspect that she was suffering from an incurable disease. The solicitor had considered the situation with

REGISTER OF
Auctioneers, Valuers, Surveyors, Land and Estate Agents

Edgware.—E. J. T. NEAL, F.R.I.C.S., F.A.I., 39 Station Road. Tel. EDG 0123/4.

Finchley.—E. C. LLOYD, 336 Regents Park Road, N.3. Tel. Finchley 6246/7.

Finchley and Barnet.—SPARROW & SON, Auctioneers, Surveyors and Valuers, 315 Ballards Lane, N.12. Est. 1874. Tel. HIL 5252/3.

Hammersmith.—MORTON & WATERS, 310 King Street. Valuations, Survey. Estates Managed. Tel. Riverside 1080 and 4567.

Harrow.—E. BECKETT, F.A.I., Surveyor, Chartered Auctioneer and Estate Agent, 7 College Road, Harrow. Tel. Harrow 5216. And at Sudbury, Wembley, North Harrow and Moor Park, Northwood.

Harrow.—P. N. DEWE & CO. (P. N. Dewe, F.A.L.P.A., J. Ferrari, F.R.I.C.S., F.A.I., M.R.San.I., J. Cosgrave, A.R.I.C.S., A.M.I.Struct.E.), 42 College Road. Tel. 4288/90 Associated offices at Hillingdon. Established 1925.

Hendon and Colindale.—HOWARD & MANNING (G. E. Manning, F.A.L.P.A., F.V.I.), Auctioneers, Surveyors and Valuers, 218 The Broadway, West Hendon, N.W.9. Tel. Hendon 7686/8, and at Northwood Hills, Middx. Tel. Northwood 2215/6.

Hendon.—DOUGLAS MARTIN & PARTNERS, LTD. —Douglas Martin, F.A.L.P.A., F.V.A.; Bernard Roach, F.A.L.P.A.; Jeffrey Lorenz, F.V.A.; John Sanders, F.V.A.; Alan Pritchard, A.V.A., Auctioneers, Surveyors, etc., Hendon Central Tube Station, N.W.4. Tel. HEN 6333.

Hendon.—M. E. NEAL & SON, 102 Brent Street, N.W.4. Tel. Hendon 6123. Established 1919.

Ilford.—RANDALLS, Chartered Surveyors and Auctioneers (established 1884), 67 Cranbrook Road. Tel. VALentine 6272 (10 lines).

Leyton.—HAROLD E. LEVI & CO., F.A.L.P.A., Auctioneers and Surveyors, 760 Leo Bridge Road, Leyton, E.17. Tel. Leytonstone 4423/4424.

Leyton and Leytonstone.—R. CHEKE & CO., 252 High Road, E.10. Tel. Leytonstone 7733/4.

Leytonstone.—COMPTON GUY, Est. 1899, Auctioneers, Surveyors and Valuers, 55 Harrington Road. Tel. Ley 1123. And at 1 Cambridge Park, Wanstead. Tel. Wan 5148; 13 The Broadway, Woodford Green, Tel. Buc 0464.

Leytonstone.—PETTY, SON & PRESTWICH, F.A.I., Chartered Auctioneers and Estate Agents, 682 High Road, Leytonstone, E.11. Tel. LEY 1194/5, and at Wanstead and South Woodford.

Mill Hill.—COSWAY ESTATE OFFICES, 135/7 The Broadway, N.W.7. Tel. Mill Hill 2422/3422/2204.

Norbury.—DOUGLAS GRAHAM & CO., Estate Agents Property Managers, 1364 London Road, S.W.16. Tel. POL 1313/1690. And at Thornton Heath, Sutton and Piccadilly, W.1.

Putney.—QUINTON & CO., F.A.I., Surveyors, Chartered Auctioneers and Estate Agents, 153 Upper Richmond Road, S.W.15. Tel. Putney 6249/6617.

South Norwood.—R. L. COURCIER, Estate Agent, Surveyor, Valuer, 4 and 6 Station Road, S.E.25. Tel. LIVingstone 3737.

Tottenham.—HILLYER & HILLYER (A. Murphy, F.A.I., F.V.A.), Auctioneers, Surveyors, Valuers and Estate Managers, 270/2 West Green Road, N.15. Tel. BOW 3464 (3 lines).

Walthamstow and Chingford.—EDWARD CULFF & CO., F.A.L.P.A., Auctioneers and Surveyors and Estate Agents, 92 St. Mary Road, Walthamstow, E.17. Tel. COPpermill 3391. Specialists in Property Management.

Wandsworth (Borough of), Battersea and S.W. Area.—MORETON RICHES, Surveyor, Auctioneer and Valuer, House and Estate Agent, 92 East Hill, Wandsworth, S.W.18. Tel. VANdyke 4166/4167.

Wood Green.—WOOD & LOACH, Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 723 Lordship Lane, N.22 (adjacent Eastern National Bus Station, close to Wood Green Tube Station). Tel. Bowes Park 1632.

PROVINCIAL

BEDFORDSHIRE

Bedford.—J. R. EVE & SON, 40 Mill Street, Chartered Surveyors, Land Agents, Auctioneers and Valuers. Tel. 67301/2.

Bedford.—ROBINSON & HALL, 15a St. Paul's Square, Chartered Surveyors. Tel. 2201/2/3.

Luton.—RICHARDSON & STILLMAN, Chartered Auctioneers and Estate Agents, 30 Alma Street, Tel. Luton 6492/3.

BERKSHIRE

Abingdon, Wantage and Didcot.—ADKIN, BELCHER & BOWEN, Auctioneers, Valuers and Estate Agents. Tel. Nos. Abingdon 1078/9. Wantage 48. Didcot 3197.

Bracknell.—HUNTON & SON, Est. 1870. Auctioneers and Estate Agents, Valuers. Tel. 23.

County of Berkshire.—TUFNELL & PARTNERS, Auctioneers, Valuers and Surveyors, Sunninghill (Ascot 1666), Windsor (Windsor 1) and Streatley (Goring 45).

Didcot and District.—E. P. MESSENGER & SON, Chartered Auctioneers and Estate Agents, etc., The Broadway. Tel. Didcot 2079.

Faringdon.—HOBBS & CHAMBERS, Chartered Surveyors, Chartered Auctioneers and Estate Agents. Tel. Faringdon 2113.

Maidenhead.—L. DUDLEY CLIFTON & SON, Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 32 Queen Street. Tel. 62 and 577 (4 lines).

Maidenhead, Windsor and Sunningdale.—GIDDY & GIDDY, Tel. Nos. Maidenhead 53, Windsor 73, Ascot 73.

Newbury.—DAY, SHERGOLD & HERBERT, F.A.I., Est. 1889. Chartered Auctioneers and Estate Agents, Market Place, Newbury. Tel. Newbury 775.

Newbury.—DREWEATT, WATSON & BARTON. Est. 1759. Chartered Auctioneers, Estate Agents and Valuers, Market Place. Tel. 1.

Newbury and Hungerford.—A. W. NEATE & SONS. Est. 1876. Agricultural Valuers, Auctioneers, House and Estate Agents. Tel. Newbury 304 and 1620. Hungerford 8.

Reading.—HASLAM & SON, Chartered Surveyors and Valuers, Friar Street, Chambers. Tel. 54271/2.

Windsor and Reading.—BUCKLAND & SONS, High Street, Windsor. Tel. 48. And 154 Friar Street, Reading. Tel. 51370. Also at Slough and London, W.C.

BUCKINGHAMSHIRE

Amersham and The Chalfonts.—SWANNELL & SLY, Hill Avenue, Amersham. Tel. 73. Valuers, Auctioneers, etc.

Amersham, Chesham and Great Missenden.—HOWARD, SON & GOOCH, Auctioneers, Surveyors, and Estate Agents, Oakfield Corner, Amersham (Tel. 1430), and at Chesham 8097 and Great Missenden 2194.

Aylesbury.—PERCY BLACK & CO., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 4 Temple Street. Tel. 4661/3.

Aylesbury.—W. BROWN & CO., 2 Church Street. Tel. 4706/7. Urban and Agricultural practice.

Aylesbury.—HAMNETT, RAFFETY & CO., Chartered Surveyors, Auctioneers and Estate Agents, 2a & 4 Temple Square. Tel. 4633/4.

Beaconsfield.—HAMNETT, RAFFETY & CO., Chartered Surveyors, Auctioneers and Estate Agents. Opposite the Post Office. Tel. 1290/1.

Farnham Common, Nr. Slough.—HAMNETT, RAFFETY & CO., Chartered Surveyors, Auctioneers and Estate Agents, The Broadway. Tel. 1062/3.

High Wycombe.—HAMNETT, RAFFETY & CO., Chartered Surveyors, Auctioneers and Estate Agents, 30 High Street. Tel. 2576/9.

High Wycombe and South Bucks.—HUNT & NASH, Chartered Surveyors and Auctioneers, 15 Crendon Street. Tel. 884/5 (and at Slough).

High Wycombe and South Bucks.—H. MORCOM JONES & CO., F.A.I., Chartered Auctioneers, 86 Easton Street. Tel. 1404/5.

North Bucks.—WOODHOUSE NEALE, SONS & CO, Estate Agents and Valuers, Estate Offices, Bletchley. Tel. 2201/2.

Princes Risborough.—HAMNETT, RAFFETY & CO., Chartered Surveyors, Auctioneers and Estate Agents, High Street. Tel. 744/5.

Slough.—EDWARD & CHARLES BOWYER, Chartered Surveyors, 15 Curzon Street. Tel. Slough 20321/2.

Slough.—BUCKLAND & SONS, 26 Mackenzie St. Tel. 21307. Also at Windsor, Reading and London, W.C.1.

Slough.—HOUSEMANS, Estate and Property Managers, Surveyors, Valuers, House, Land and Estate Agents. Mortgage and Insurance Brokers, 46 Windsor Road. Tel. 25496. Also at Ashford, Middlesex.

Slough.—HUNT & NASH, Chartered Surveyors, 7 Mackenzie Street, Slough. Tel. 23295 (3 lines), also at High Wycombe.

Slough and Gerrards Cross.—GIDDY & GIDDY. Tel. Nos. Slough 23379, Gerrards Cross 3987.

CAMBRIDGESHIRE

Cambridge.—HOCKEY & SON (Est. 1885). Auctioneers and Surveyors, 8 Benett Street. Tel. 59455/6.

Cambridge and County.—WESTLEY & HUFF, Auctioneers, Surveyors and Valuers, 10 Hills Road, Cambridge. Tel. 55665/6.

CHESHIRE

Altrincham.—STUART MURRAY & CO., Auctioneers, etc., 8 The Downs. Tel. 2302/3. And at Manchester.

Birkenhead.—SMITH & SONS (Est. 1840), Auctioneers, Valuers. BIRKENHEAD (Tel. 1590); and at Liverpool.

Birkenhead and Wirral.—JAMES HARLAND & CO., Chartered Auctioneers, Chartered Surveyors and Estate Agents, Valuers, 46 Church Road, Birkenhead. Tel. 1597 (3 lines).

Chester.—BERESFORD, ADAMS & SON. (Est. 1899.) Auctioneers, Valuers and Surveyors, 22 Newgate Street. Tel. No. 23401.

Chester.—BROWNS OF CHESTER, LTD., Auctioneers, Valuers and Estate Agents, 103 Foregate Street. Tel. Chester 21495/6.

Chester.—HARPER, WEBB & CO. (Incorporating W. H. Nightingale & Son), Chartered Surveyors, 35 White Friars, Chester. Tel. Chester 20685.

Chester.—SWETENHAM, WHITEHOUSE & CO., Auctioneers, Estate Agents, Surveyors, Valuers, 3 St. Warburgh Street. Tel. 20422.

Congleton.—LOUIS TAYLOR & SONS, F.A.I., Chartered Auctioneers and Estate Agents, 21 High Street. Tel. 91.

Congleton.—W. J. WHITTAKER & CO., Incorporated Auctioneers, Valuers and Estate Agents, Congleton, Cheshire. Tel. 241.

Crewe.—HENRY MANLEY & SONS, LTD., Auctioneers & Valuers, Crewe (Tel. 4301) & Branches.

Macclesfield.—BROCKLEHURST & CO., Auctioneers, Valuers, Estate Agents, King Edward Street. Tel. 2183.

Nantwich, Northwich, Winsford & Tarporley.—JOSEPH WRIGHT, Auctioneers, Valuers and Estate Agents, 1 Hospital Street, Nantwich. Tel. 65410.

Northwich.—MARSH & SON, Auctioneers, Valuers, Estate Agents, 4 Bull Ring. Tel. 2216.

Stockport.—HOPWOOD & SON (Est. 1835), Chartered Auctioneers, Valuers, Estate Agents, 69 Wellington Road South. Tel. STO 2123.

CORNWALL

County of Cornwall.—JOHN JULIAN & CO., LTD. Established 1836. Auctioneers, Valuers, Estate Agents. Offices at Newquay, Truro, Falmouth and Wadebridge.

CORNWALL (*continued*)

County of Cornwall.—RUSSELL & HAMLEY, F.A.I. (C. J. HAMLEY, F.A.I., A. W. Russell, F.A.I.), 31 Town End, Bodmin. Tel. 346.

Falmouth.—R. E. PRIOR, F.R.I.C.S., F.A.I., Chartered Surveyor and Auctioneer, 3 Market Street, Falmouth. Tel. 1224.

Penzance, St. Ives, West Cornwall and Isles of Scilly.—W. H. LANE & SON, F.A.L.P.A. The Estate Offices, Morrab Road, Penzance. Tel. Penzance 2286/7.

Redruth.—A. PEARSE JENKIN & PARTNERS. Est. 1760. Auctioneers, Surveyors and Valuers, Alma Place.

St. Austell and Looe.—LAMPSHIRE & NANCOLLAS, Chartered Auctioneers and Estate Agents. St. Austell 3254/5. Looe 309.

St. Austell, Lostwithiel and Liskeard.—ROWSE, JEFFERY & WATKINS, Auctioneers, Valuers, Surveyors and Estate Agents. St. Austell 3483/4. Lostwithiel 451 and 245. Liskeard 2400.

Truro, Mid and West Cornwall.—R. G. MILLER & CO., Auctioneers, Valuers and Estate Agents. Established 1934. R. G. Miller, F.V.I., A. I. Miller, A.A.I., 6 King Street. (Phone Truro 2503.)

DERBYSHIRE

Derby.—ALLEN & FARQUHAR, Chartered Auctioneers and Estate Agents, Derwent House, 39 Full Street. Tel. Derby 45645 (3 lines).

DEVONSHIRE

Axminster.—25-mile radius.—TAYLOR & CO., Auctioneers, Valuers, Surveyors, Estate Agents. Tel. 2323/4.

Axminster, East Devon, South Somerset and West Dorset Districts.—R. & C. SNELL, Chartered Auctioneers, Estate Agents, Valuers and Surveyors, Axminster (Devon), Chard (Somerset) and Bridport (Dorset).

Barnstaple and N. Devon.—BRIGHTON GAY, F.A.L.P.A. Surveyors, Valuers, Auctioneers, Joy Street, Barnstaple. Tel. 4131.

Barnstaple and N. Devon.—J. GORDON VICK, F.R.I.C.S., F.A.I., Chartered Surveyor, Chartered Auctioneer. Tel. 4388.

Bideford and North Devon.—R. BLACKMORE & SONS, Chartered Auctioneers and Valuers. Tel. 1133/1134.

Bideford and North Devon.—A. C. HOOPER & CO., Estate Agents and Valuers. Tel. 700.

Brixham and Torbay.—FRED PARKES, F.A.L.P.A., Estate Agent, Auctioneer and Valuer, 15 Bolton Street. Tel. 2036.

Devon and Exeter.—GUY MICHELMORE & CO. Norwich Union House, Exeter. Tel. 76464/5.

Devon, Exeter and S.W. Counties.—RICKEARD, GREEN & MICHELMORE, Estate Agents, Auctioneers, Surveyors and Valuers, 82 Queen Street, Exeter. Tel. 74072 (2 lines).

Exeter.—RIPPON, BOSWELL & CO., Incorporated Auctioneers and Estate Agents, Valuers and Surveyors. Est. 1884. Tel. 59378 (3 lines).

Ilfracombe.—W. C. HUTCHINGS & CO., Incorporated Auctioneers. Valuers and Estate Agents. Est. 1887. Tel. 138.

Okehampton, Mid Devon.—J. GORDON VICK, Chartered Surveyor, Chartered Auctioneer. Tel. 22.

Paignton, Torbay and South Devon.—TUCKERS Auctioneers and Surveyors, Paignton. Tel. 59024.

Plymouth.—D. WARD & SON, Chartered Surveyors, Land Agents, Auctioneers and Valuers. (Est. 1872.) 11 The Crescent, Plymouth. Tel. 66251/4.

Sidmouth.—POTBURY & SONS, LTD., Auctioneers, Estate Agents and Valuers. Tel. 14.

(Continued on p. xviii)

REGISTER OF
Auctioneers, Valuers, Surveyors, Land and Estate Agents

DEVONSHIRE (*continued*)

Teignmouth, Shaldon, etc.—ROBT. FROST & SON (Robt. Frost, F.A.I., Chartered Auctioneer and Estate Agent), Est. 1857. 5 Regent Street, Teignmouth. Tel. 671/2.

Torquay and South Devon.—WAYCOTTS, Chartered Auctioneers and Estate Agents, 5 Fleet Street, Torquay. Tel. 4333/5.

DORSETSHIRE

Poole, Parkstone, Broadstone.—RUMSEY & RUMSEY, Head Office, 111 Old Christchurch Road. Tel. Bournemouth 21212. 14 Branch Offices in Hants and Dorset and Channel Islands.

West Dorset.—ALLEN, TAYLOR & WHITFIELD, 25 East Street, Bridport. Tel. 2929.

DURHAM

Darlington.—JAMES PRATT & SONS, F.V.I., Auctioneers, Valuers and Estate Agents, 40a High Row. Tel. 68789 (2 lines).

Darlington.—SANDERSON, TOWNEND & GILBERT, Chartered Surveyors, 92 Bondgate.

EAST ANGLIA

Norfolk-Suffolk.—THOS. WM. GAZE & SON, Crown Street, Diss. (290/291). Est. a Century. Chartered Auctioneers, Agricultural, Property and Chattel Valuers

ESSEX

Benfleet, Hadleigh and South-East Essex.—JOHN S. LLOYD & CO., Chartered Auctioneers and Estate Agents. Head Office: Estate House, Hadleigh, Essex. Tel. 58523 and 59174.

Brentwood and Mid-Essex.—HOWARD'S & CO. (BRENTWOOD), LTD., Surveyors, Valuers and Estate Agents, 143 High Street, Brentwood. Tel. Brentwood 4338.

Chelmsford, Billericay, Braintree and Maldon.—TAYLOR & CO., Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 17 Duke Street. Tel. 55561 (5 lines), Billericay Tel. 112/585, Braintree Tel. 1564/2, Maldon Tel. 88/888.

Chelmsford and Wickford.—R. COOPER HIRST, F.R.I.C.S., F.A.I., Chartered Surveyor, Chartered Auctioneer and Estate Agent, 12 Duke Street, Chelmsford (Tel. 4534) and Market Road, Wickford (Tel. 3058).

Chelmsford and Witham.—BALCH & BALCH, Chartered Surveyors, Auctioneers and Valuers, 3 Tindal Square, Chelmsford. Tel. 51551; and Witham Tel. 3381.

Clacton-on-Sea.—DONALD COTTAGE, EAVES & CO., (Chas. W. Eaves, F.A.I., F.A.L.P.A.), 67/69 Station Road, Clacton-on-Sea. Tel. 857/8. And at Holland-on-Sea. Tel. 3270.

Colchester and District.—C. M. STANFORD & SON (Partners and Senior Personnel fully qualified members of Professional Institutes), 23 High Street, Colchester. Tel. 3165 (4 lines).

Halstead and N.E. Essex.—H. G. HUGHES & CO. (G. R. Copsey, A.V.I.), Auctioneers, Estate Agents and Valuers, 29 Chapel Street. Tel. 2519.

Hornchurch.—HAYWARD & CO., Surveyors, Valuers and Estate Agents, 163 High Street. Tel. 46635/6.

Ilford.—S. A. HULL & CO., F.A.I. (Incorporating ASHMOLES, est. 1864), Chartered Auctioneers and Estate Agents, 16 Clements Road. Tel. ILFord 4366/7, and at 404 Cranbrook Road, Gantshill. Tel. Valentine 9525.

Leigh-on-Sea.—GORDON LANE & BUTLER, Auctioneers and Surveyors, 125 Rectory Grove. Tel. 78340.

Leigh-on-Sea.—HAIR (FREDK. G.) & SON, Auctioneers and Surveyors, 1528 London Road. Tel. 78666/7.

Leigh-on-Sea, Rayleigh and Country Districts.—HAROLD W. PINCHBECK, Chartered Surveyor and Valuer (Pinchbeck, Chapman & Co.), 80 Rectory Grove, Leigh-on-Sea (75002) and High Street, Rayleigh. Tel. 24.

Maldon.—TAYLOR & CO., Chartered Auctioneers and Estate Agents. 9 London Road. Tel. 88/888.

Romford and District.—R. CHEKE & CO., 4 North Street, Hornchurch, Essex. Hornchurch 43423/4 and branches.

Romford, Upminster and District.—HILBERY CHAPLIN & CO., Chartered Auctioneers, Estate Agents and Surveyors, 135 South Street, Romford (Tel. Romford 45004) and 42 Station Road, Upminster (Tel. Upminster 2866).

Southend-on-Sea and S.E. Essex.—TAYLOR, SON & DAVIS, Auctioneers and Surveyors, 37 Victoria Avenue, Tel. Southend 41201 (3 lines). And at Westcliff-on-Sea and Leigh-on-Sea.

Southend, Westcliff and Country Districts.—H. V. & G. SORRELL, Chartered Surveyors, Auctioneers and Estate Agents, 40 Clarence Street, Southend. Tel. Southend 42225. And at High Street, Rayleigh.

Southend, Westcliff and South East Essex.—TALBOT & WHITE, Chartered Surveyors, Valuers, Auctioneers and Estate Agents, Established 1885. 34 Clarence Street, Southend-on-Sea. Tel. Southend 48137/8, and 29 and 31 Hamlet Court Road, Westcliff-on-Sea. Tel. Southend 47821/2.

Woodford.—MARK LIELL & SON, Chartered Surveyors, 9 High Road, Woodford Green. Tel. Buckhurst 0181, and East Ham.

GLOUCESTERSHIRE

Bath and District and Surrounding Counties.—COWARD, JAMES & CO., Incorporating FORTT, HATT & BILLINGS (Est. 1903), Surveyors, Auctioneers and Estate Agents, Special Probate Department New Bond Street Chambers, 14 New Bond Street, Bath. Tel. Bath 3150, 3584, 4268 and 61360.

Bristol.—C. J. HOLE & SONS (Est. 1867), 70 Park Row, Bristol, 1. Auctioneers, etc. Tel. 24324 (4 lines).

Bristol.—LALONDE, BROS. & PARHAM (Est. 1848), 64 Queens Road. Tel. 27731 (8 lines). And at Weston-super-Mare.

Bristol.—JOHN E. PRITCHARD & CO. (Est. 1785), Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 82 Queen Road, Bristol, 8. Tel. 24334 (3 lines).

Bristol, Somerset and Gloucester.—ALDER, STANLEY & PRICE (Established 1911), Valuation Consultants, 7 St. Stephen's Street, Bristol, 1. Tel. 20301. A. Oliver Perkins, F.R.I.C.S., F.A.I., P.P.I.S.A.L.P.A., R. B. Kislingbury, F.R.I.C.S., F.A.I., A. E. Sutor, F.A.L.P.A., W. H. Mapley, A.R.I.C.S., A.R.V.A., F.A.L.P.A., Auction and Estate Offices, 94E Whiteladies Road, Clifton and Redfield.

Bristol and the West of England.—J. P. STURGE & SONS (Established 1760), Surveyors, Land Agents and Auctioneers, 24 Berkeley Square, Bristol, 8. Telephone: 26691 (5 lines).

Cheltenham.—G. H. BAYLEY & SONS, Chartered Auctioneers and Estate Agents, Valuers, 27 Promenade. Tel. 2102. Established in Cheltenham over a century.

Cheltenham.—VIRGIN & RICHARDS, LTD., F.V.I., Incorporated Valuers and Estate Agents, 3 Clarence Parade. Tel. 56351.

Cheltenham.—YOUNG & GILLING (J. T. Walford, A.R.I.C.S., A. W. Allard, F.A.L.P.A.), Auctioneers, Surveyors and Valuers. Established over a century. 3 Crescent Terrace, Cheltenham. Tels. 2129 and 2433.

Cirencester.—HOBBS & CHAMBERS, Chartered Surveyors, Chartered Auctioneers and Estate Agents. Tel. Cirencester 62/63.

Gloucester.—SANDOE & SONS, Chartered Auctioneers and Estate Agents, Valuers, 4/5 Market Parade.

HAMPSHIRE

Aldershot, Farnborough, Fleet, Hartley Wintney, Alresford and Winchester.—ALFRED PEARSON & SON (established 1900), Surveyors, Valuers, Auctioneers and Estate Agents.
136 Victoria Road, Aldershot (Tel. Aldershot 17);
Clock House, Farnborough (Tel. Farnbor. 1—2 lines);
Fleet Road, Fleet (Tel. Fleet 1066—3 lines);
High St., Hartley Wintney (Tel. Hartley Wintney 233);
25 West Street, Alresford (Tel. Alresford 274);
Walcote Chambers, High Street, Winchester (Tel. Winchester 3388—2 lines).

Aldershot and Surrey and Hants Borders.—KINGHAM & KINGHAM, Auctioneers, Estate Agents, Surveyors and Valuers, Bank House, Grosvenor Road, Aldershot. Tel. 23353.

Alresford.—CUBITT & WEST. Tel. 335. Valuers, Surveyors, Estate Agents.

Alton.—EGGAR & CO., Incorporating Curtis & Watson, Surveyors, Auctioneers, Land & Estate Agents, Ackender House. Tel. 2401/2. And at Farnham, Surrey, and Basingstoke.

Andover.—F. ELLEN & SON, Land Agents, Auctioneers, Valuers and Surveyors. London Street. Tel. 3444 (2 lines). Established 1845.

Basingstoke.—BATESON & NICHOLAS, Auctioneers, Estate Agents, Surveyors and Valuers. 2 Queens Parade (next G.P.O.), New Street. Tel. 566/567.

Basingstoke.—EGGAR & CO., incorporating Curtis & Watson, Surveyors, Auctioneers, Land & Estate Agents, 36 Winchester Street. Tel. 2255/6. And at Farnham, Surrey and Alton.

Basingstoke.—SIMMONS & SONS, Surveyors, Valuers, Estate Agents and Auctioneers. Tel. 199.

Bournemouth.—FOX & SONS, Surveyors, Valuers and Auctioneers, 44/52 Old Christchurch Road. Tel. Bournemouth 6300 (10 lines). Branch Offices in all Bournemouth districts and at Parkstone, Ringwood, New Milton, Southampton, Brighton and Worthing.

Bournemouth.—RUMSEY & RUMSEY. Head Office, 111 Old Christchurch Road. Tel. Bournemouth 21212. 14 Branch Offices in Hants and Dorset and the Channel Islands.

Fleet.—H. J. POULTER & SON, Estate Agents, Surveyors and Valuers. Central Estate Offices. Tel. 86.

Gosport.—LAWSON & CO., F.V.I., Estate Agents, Valuers, etc. 9 Brockhurst Road. Tel. 83303 (2 lines).

Gosport.—L. S. VAIL, F.R.I.C.S., Chartered Surveyor. 79 High Street. Tel. 8732.

Havant, Cosham, Portsmouth, Hayling Island.—WHITEHEAD & WHITEHEAD, Chartered Auctioneers and Estate Agents, 5 West Street, Havant (Tel. 1244/5.) 82 High Street, Cosham. (Tel. 76427/8.) Elm Grove, Hayling Island (Tel. 77131 and 77148.)

Lymington and Milford-on-Sea.—JACKMAN AND MASTERS (Est. 1886). Auctioneers, Valuers, etc. Tel. Lymington 3292/3.

Lymington and New Forest.—HEWITT & CO., F.A.I., Chartered Auctioneers and Estate Agents. Surveyors and Valuers. High Street. Tel. Lymington 2393/4.

New Milton and Barton-on-Sea.—HEWITT & CO., F.A.I., New Milton. Tel. 43.

HAMPSHIRE (*continued*)

Petersfield.—CUBITT & WEST. Tel. 213. Valuers, Surveyors, Estate Agents.

Portsmouth.—P. G. LUDLOW, Angerstein Road, North End. Tel. 61441/2.

Southampton.—PRING & CO., F.A.I., 40 The Avenue. Tel. 22171/2.

Southampton and New Forest.—DRIVERS, JONAS & CO. (Est. 1725), Incorporating Waller & King, Chartered Surveyors, Land Agents, Auctioneers and Estate Agents, 17 Cumberland Place, Southampton. Tel. Southampton 24545.

Winchester.—SAVAGE & WELLER, Surveyors, Auctioneers, Valuers and Estate Agents, 25 St. Thomas Street, Winchester. Tel. Winchester 2531.

HEREFORDSHIRE

Hereford.—GREENLANDS, LTD., Auctioneers, Estate Agents, Valuers. Church Street. Tel. 2366 (4 lines).

HERTFORDSHIRE

All W. Herts, S. Bucks.—(Messrs.) J. GIBSON CRACKNELL, Surveyors and Valuers, Est. 1897. 59 Whippendell Road, Watford. Tel. 29205.

Berkhamsted and Hemel Hempstead.—R. J. AITCHISON, F.A.I., M.R.San.I.

Cheshunt, Cuffley, Waltham Cross and District.—ROBERT TIDEY & SON, Waltham Cross. Tel. 22964.

Hertford.—NORRIS & DUVALL, F.R.I.C.S., F.A.I., 106 Fore Street, Tel. 2249.

Hitchin.—J. R. EVE & SON, 5 Bancroft. Surveyors, Land Agents, Auctioneers and Valuers. Tel. 2168.

N. Herts and S. Beds.—W. & H. PEACOCK, Chartered Surveyors. 8 High Street, Baldock, Herts. Tel. 2185.

Rickmansworth, Chorleywood.—SWANNELL & SLY, 53 High Street, Rickmansworth. Tel. 3141. Valuers, Auctioneers, etc.

Tring, Hemel Hempstead and Berkhamsted.—W. BROWN & CO., Urban and Agricultural practice. Head Office: 41 High Street, Tring. Tel. 2235/6.

ISLE OF WIGHT

Bembridge, Cowes, Freshwater, Newport, Ryde, Sandown, Shanklin, Seaview, Ventnor and Yarmouth.—SIR FRANCIS PITTIS & SON, Chartered Surveyors and Chartered Auctioneers.

Cowes, Newport and all Districts.—A. E. & S. C. WADHAM, F.A.L.P.A. (Est. 1860), Cowes. Tel. 1141 (2 lines).

Newport, Ryde, Freshwater, Sandown, Bembridge.—WAY, RIDDETT & CO.

KENT

Ashford.—GEERING & COLYER, Auctioneers, Surveyors and Estate Agents, Bank Chambers, Ashford, and at Hawkhurst and Tunbridge Wells, Kent; Rye, Wadhurst and Heathfield, Sussex.

Beckenham.—CHRISTOPHER B. CURTIS, M.B.E., Surveyor and Valuer, 257a Croydon Road. Tel. BECkenham 1000.

Beckenham.—JOLLYE & WOOD, 4 The Broadway, Croydon Road. Tel. Beckenham 1430.

Bexleyheath.—ARTHUR KENT & CO., LTD., Surveyors, Valuers and Estate Agents. 124/6 Broadway. Tel. 1244/5.

Bromley.—WATERER & DICKINS, Chartered Surveyors, Chartered Auctioneers & Estate Agents, Valuers, 133 High Street, Bromley, Kent. Telephone RAVensbourne 0147/8.

Canterbury.—FARQUHARSON & MILLARD, F.R.I.C.S., F.A.I., 80 Castle Street, Canterbury. Tel. 4861/2.

East Kent.—WORSFOLD & HAYWARD, offices at 3 Market Square, Dover; 11 Queen Street, Deal; 4 St. Margaret's Street, Canterbury; and 12 Preston Street, Faversham. Established 1835.

Folkestone.—GEO. MILNE & CO., Auctioneers and Valuers, 107 Sandgate Road. Tel. 3619.

Folkestone.—TEMPLE, BARTON, LTD., F.A.L.P.A., 69 Sandgate Road. Tel. 2258/9.

Folkestone and District.—BANKS & SON (P. R. Bean, F.R.I.C.S., F.A.I.), Chartered Surveyors, Chartered Auctioneers, etc., 6 Bouverie Square, Folkestone. Tel. 4509/3559.

Folkestone and District.—SMITH-WOOLLEY & CO., Chartered Surveyors, Chartered Land Agents, Valuers, Estate Agents, Manor Office. Tel. 51201/2.

Gravesend and Dartford.—PORTER, PUTT AND FLETCHER, F.A.I., Incorporating DANN & LUCAS. Tel. Gravesend 388 and Dartford 3326.

Gravesend and District.—WINNETT, Auctioneers, Estate Agents and Valuers, 155 Milton Road. Tel. Grav. 2229.

Herne Bay.—E. IGGULDEN & SONS (B. Smith, A.R.I.C.S., A.A.I., L. Pilcher), Surveyors, Valuers and Auctioneers, 128 High Street. Tel. 619/620.

Hythe, Saltwood, Romney Marsh and District.—F. W. BUTLER, 86 High Street, Hythe. Tel. 66608.

Maidstone and District.—COUCHMAN & SON, Chartered Surveyors, Chartered Auctioneers and Estate Agents, 42 King Street. Tels. 2558 and 2591.

Maidstone and Mid-Kent.—EVENS & MATTA, A.A.I., M.R.S.H., 70 King Street, Maidstone. Tel. 51283.

Orpington, Petts Wood and West Kent.—MULLOCK (A. F.) & GOWER (A. F. Mullock, J.P., F.A.L.P.A., C. H. Gower, F.A.I.), 161 High Street, Tel. Orp. 25681/2. And Station Square, Petts Wood. Tel. Orp. 23444.

(Continued on p. xix)

great care and his lordship was not satisfied that his decision to allow her to invest as she did could in any sense be regarded as negligent. The solicitor owed no duty to the present plaintiff and had come to a right decision, which was made in good faith and was in no sense negligent or one involving a breach of duty. Judgment for the defendants.

APPEARANCES: *S. C. Silkin* (*Lewis Silkin & Partners*); *P. M. O'Connor*, Q.C., and *Raymond Kidwell* (*Hewitt, Woollacott & Chown*).

[Reported by Miss J. F. LAMB, Barrister-at-Law]

Probate, Divorce and Admiralty Division

DIVORCE: APPLICATION BY CO-RESPONDENT TO BE DISMISSED FROM SUIT: WHETHER PUT TO ELECTION

***Rasbash *v.* Rasbash and Bull**

Wrangham, J. 25th October, 1961

Defended suit for divorce.

A husband petitioned for divorce on the ground, *inter alia*, of the wife's adultery with the co-respondent, against whom £2,000 damages were claimed. At the close of the husband's case, counsel for the co-respondent applied for him to be dismissed from the suit, under s. 5 of the Matrimonial Causes Act, 1950, on the ground that there was insufficient evidence of adultery against him.

WRANGHAM, J., said that, when counsel for the co-respondent indicated that he desired to make a submission that the co-respondent ought to be dismissed from the suit, the question arose whether the court was under a duty to hear that submission without putting counsel to his election as to calling evidence, or whether it had an unfettered discretion to decide if counsel should be put to his election. In *Gilbert* v. *Gilbert and Abdon* [1958] P. 131, Sachs, J., held that the court's discretion in the matter was unfettered. Counsel was unable to advance any argument why that view should not be followed and, accordingly, his lordship had put him to his election. Counsel elected to call no evidence and to rest upon his submission. Having considered the evidence, his lordship held that there was not sufficient evidence against the co-respondent and that he should be dismissed from the suit. In view of his conduct, however, there would be no order as to costs. Order accordingly.

APPEARANCES: *R. L. Bayne-Powell* (*Cooper, Bake, Fettes, Roche & Wade*); *Roger Gray* (*Wildman, Millington & Co.*); *Mark Smith* (*Robinson & Bradley*).

[Reported by D. R. ELLISON, Esq., Barrister-at-Law]

DIVORCE: TRANSVESTISM: WHETHER CRUELTY BY WIFE

***T *v.* T**

Judge Glazebrook, sitting as a Divorce Commissioner.

26th October, 1961

Undefended suit for divorce.

The parties were married in 1945, in India, where they were both serving in the forces. About the end of 1946 they returned to live in England. Thereafter, the wife refused the husband sexual intercourse; she refused to wear skirts; she bought a complete outfit of men's clothes, including underwear, after which she invariably dressed completely as a man. She used a man's bicycle, smoked a pipe, and, although she was a qualified shorthand typist, refused to follow that occupation, and worked first as a factory hand and later as a stable hand. The wife's conduct so distressed the husband that his health was affected.

JUDGE GLAZEBROOK said that, although it was within the wife's power to check her masculine tendency, she did nothing whatever to check it. On the contrary, she wished to be a man and sought to encourage her tendency. She knew it was causing her husband great distress, and that it was likely to cause the break-up of the marriage. Her conduct in those circumstances amounted in law to cruelty. The husband would be granted, in the exercise of the court's discretion in respect of his adultery, a decree nisi.

APPEARANCES: *M. R. Hickman* (*Parlett, Kent & Co.*).

[Reported by D. R. ELLISON, Esq., Barrister-at-Law]

DIVORCE: INCURABLE UNSOUNDNESS OF MIND: CARE AND TREATMENT IMMEDIATELY PRECEDING PRESENTATION OF PETITION: MEANING

Chapman *v.* Chapman (by his guardian)

Marshall, J. 26th October, 1961

Defended suit for divorce.

On 3rd December, 1959, the wife presented a petition for divorce on the ground that the husband was incurably of unsound mind and had been continuously under care and treatment for a period of at least five years immediately preceding the presentation of the petition. The Official Solicitor, as guardian ad litem of the husband, filed an answer putting both elements of the wife's case in issue. The husband was admitted to a mental hospital on 28th September, 1952, under a summary reception order, suffering from paranoid schizophrenia; he remained there until 7th November, 1959, when he was allowed to leave, the hospital physician being of the opinion that he was well enough to live outside hospital provided he continued to take large doses of largactil.

MARSHALL, J., said that the position at the date of the hearing of the suit was that the husband, who still suffered from paranoid schizophrenia, (i) was no longer subject to any reception order; (ii) was no longer under medical care or treatment; (iii) was able substantially to control his condition by taking drugs; (iv) was capable of securing and following employment and of earning wages; (v) was living normally at a church army hostel, without any special supervision or care. In the light of all these factors, the wife had failed to establish that the husband, at the date of the hearing, was incurably of unsound mind in the sense of being incapable of managing himself and his affairs, bearing in mind that affairs must be held to include the problems of work, society and marriage. The petition also failed for another reason. To come within the section, the wife must show that, at the date of the presentation of the petition, the husband was under care and treatment which had lasted continuously for at least five years. When the husband left hospital on 7th November, 1959, care and treatment ceased. Although the wife presented her petition less than twenty-eight days later, and although, by s. 1 (3) of the Divorce (Insanity and Desertion) Act, 1958, in determining whether any period of care and treatment had been interrupted, any interruption for twenty-eight days or less was to be disregarded, the subsection could not apply where care and treatment had ceased before the petition was presented. Petition dismissed.

APPEARANCES: *T. R. Heald* (*Kinch & Richardson*, for *Fowler & Co.*, Oakham); *R. B. H. Pearce* (*Official Solicitor*).

[Reported by D. R. ELLISON, Esq., Barrister-at-Law]

CORRECTION

In re Matthews' Will Trusts; Bristow v. *Matthews*

The penultimate sentence in the report at p. 888, *ante*, should read: "Thus both duties were payable from the Roberts Hotel moiety in exoneration of the residue."

THE WEEKLY LAW REPORTS

CASES INCLUDED IN TODAY'S ISSUE OF THE W.L.R.

NOTES AND NEWS

CRIMINAL APPEAL SYSTEM

The organisation "Justice" has set up a committee, with the co-operation of The Law Society, to inquire into the working of the criminal appeal system, under the chairmanship of Lord Merthyr. The committee includes Mr. Roderic Bowen, Q.C., M.P., Mr. Peter Rawlinson, Q.C., M.P., Professor A. L. Goodhart, Q.C., a number of other members of the Bar and Messrs. A. S. S. Cotton, A. C. Prothero, A. E. Cox and H. H. Norris, solicitors nominated by The Law Society. The terms of reference of the committee, which held its first meeting on 25th October, are as follows: To consider the present system and procedure of criminal appeals as provided for in the Criminal Appeal Act, 1907, and in particular: (*a*) Whether the existing constitution and structure of the Court of Criminal Appeal is appropriate for the duties which a criminal appeal court should perform. (*b*) Whether the present powers of the court, and the rules and procedure followed in dealing with criminal appeals, are conducive to the discovery and remedying of any miscarriages of justice which may occur in the lower courts. (*c*) Whether the facilities available to convicted persons for legal assistance and the obtaining of bail are adequate for the preparation and presentation of their appeals.

"THE CITIZEN AND THE ADMINISTRATION"

The following is a summary of the recommendations concerning the establishment of a British Ombudsman made in the report by "Justice," referred to on p. 915, *ante*.

A permanent body to be known as the Office of the Parliamentary Commissioner (or by some other suitable title) should be established, having a status similar to the Comptroller and Auditor-General, to receive and investigate complaints of maladministration against Government departments. The Parliamentary Commissioner should at first receive complaints only from Members of both Houses of Parliament, but at a later stage, when his jurisdiction is well established and understood, consideration should be given to extending his powers to enable him to receive complaints direct from the public. Before commencing an investigation of a complaint against a department, the Parliamentary Commissioner should notify the minister concerned, who should be entitled to veto the proposed investigation. The Parliamentary Commissioner should have access to departmental files when conducting his investigations, but for this purpose departmental files should not include internal minutes. The Parliamentary Commissioner's investigations should be conducted as informally as possible to cause the minimum interference with the ordinary work of the departments. The Parliamentary Commissioner should submit an annual report to Parliament on the more important cases which he has investigated and special reports from time to time on cases of particular interest. His reports should be modelled on the Comptroller and Auditor-General's reports in the sense that any criticisms should be confined to the department and should not mention civil servants by name.

ART EXHIBITION

The winning entries at The Law Society's art exhibition, held between 23rd October and 3rd November, were: (1) "Autumn Wood," by Michael Rubinstein; (2) "View from Room 27," by H. S. Maxwell Wood; and (3) "Joan—1960," by R. I. Adam. In addition, "Factory," by Anthony B. Lousada, was specially commended. All those named are solicitors practising in London.

BRANDARIS INSURANCE COMPANY

The Minister of Transport has considered the position arising from the making of a winding-up order in the Companies Court against Brandaris Insurance Company in the United Kingdom effective from 23rd October, 1961. From this date all Brandaris motor policies became ineffective and claims by policy holders arising out of accidents occurring after that date will not be recoverable. In statements issued on 5th October last, the Minister of Transport and the London solicitors to the Brandaris Company stressed that all Brandaris policy-holders should take out other insurance. Now that the liquidation order has been made, the Minister of Transport wishes to draw the attention of motorists with such policies, who may not yet have reinsured, to the fact that as from 23rd October, 1961, they are no longer insured against third party risks, as required by the Road Traffic Act, 1960.

COLLEGE REUNION

An evening reception and reunion will be held at University College London on Friday, 16th February, 1962. Former undergraduates or postgraduates who entered the college during the period October, 1920, to June, 1930, are invited. Applications for tickets (which are limited and will be issued in order of application) should be made by 30th November to the Assistant Secretary, University College London, Gower Street, W.C.1.

Societies

The CORNWALL LAW SOCIETY held its annual general meeting at the Great Western Hotel, Newquay, on 21st October. The following officers were appointed for the year 1961–62: President, Mr. J. M. Barton; vice-president, Mr. W. L. Broad; hon. secretary and treasurer, Mr. P. B. Cocks. At the annual luncheon following the meeting the official guests were: His Honour Judge H. R. B. Shepherd, Q.C.; Mr. P. T. F. Smith, area secretary of the No. 4 (South Western) Legal Aid Area; Mr. R. H. Sweet, hon. secretary of the Incorporated Law Society of Plymouth; Mr. V. O. N. Donnithorne, president of the Devon and Exeter Incorporated Law Society; Mr. Hugh Eames Park, recorder of Exeter; and Mr. Cecil A. Parker, vice-chairman of the Legal Aid Committee, Bristol.

The CROYDON AND DISTRICT LAW SOCIETY held its annual dinner dance on Friday, 20th October, at the Selsden Park Hotel. Two hundred and fifteen people, including guests, attended, and speeches were given by the president, Mr. Leonard Hollands, and the recorder of Croydon, Mr. Stanley Rees, T.D., Q.C.

"THE SOLICITORS' JOURNAL"

Editorial, Publishing and Advertisement Offices: Oyez House, Breams Buildings, Fetter Lane, London, E.C.4. Telephone: CHAncery 6855.

Annual Subscription: Inland £4 10s., Overseas £5 (postage 13s. 4d. extra) (payable yearly, half-yearly or quarterly in advance).

Classified Advertisements must be received by first post Wednesday.

Contributions are cordially invited and should be accompanied by the name and address of the author (not necessarily for publication).

REGISTER OF
Auctioneers, Valuers, Surveyors, Land and Estate Agents

KENT (*continued*)

Ramsgate.—LESLIE HOGBIN, F.R.I.C.S., Chartered Surveyor, Auctioneer, Valuer and Estate Agent, 50 Queen Street. Tel. Thanet 53222/3.

Ramsgate and District.—HOLNESS & OVENDEN, F.A.I., Chartered Auctioneers and Estate Agents, Valuers and Surveyors. Estate House, 73 High Street Ramsgate. Tel. Thanet 52206/7. Established 1838.

Sandwich and East Kent.—G. C. SOLLEY & CO. Offices: 50 King Street, Sandwich. Tel. 3227.

Sevenoaks.—KEMP & THOMAS, F.A.L.P.A., Estate Agents and Valuers. 11a London Road (Tel. 2916).

Tenterden and the Weald of Kent.—HATCH AND WATERMAN, F.A.I. (Est. 1830), Chartered Auctioneers and Estate Agents. Tenterden. Tel. 33.

Tonbridge and District.—NEVE & SON, F.A.I., 146 High Street, Tonbridge. Tel. 3223.

Tunbridge Wells.—DILNOTT STOKES, Chartered Surveyors and Auctioneers, 17 Mount Pleasant. Tel. 3000/1.

Welling.—WM. PORTER & CO., LTD., 28 Falconwood Parade, The Green. Tel. Bexleyheath 2977.

LANCASHIRE

Blackpool and District.—AIREYS', Chartered Auctioneers and Estate Agents, Valuers and Surveyors, 18 Dickson Road, Blackpool. Tel. 22225/6.

Blackpool and Fylde Coast.—J. ENTWISTLE & CO., Auctioneers, Valuers and Estate Agents, Station Chambers, 2 Dickson Road, Blackpool. Tel. 20093/4.

Grange-over-Sands.—MICHAEL C. L. HODGSON, Auctioneers and Valuers. Tel. 2253.

Liverpool.—BOULT, SON & MAPLES, 5 Cook Street. Tel. Central 9941 (7 lines). And at West Kirby.

Liverpool.—SMITH & SONS (Est. 1840), Valuers, etc., 6 North John Street, Central 9386. And at Birkenhead.

Liverpool and District.—JOS. RIMMER & SON, 14/20 South Castle Street, Liverpool, 1. Tel. MARitime 1066, and at Birkenhead and Ellesmere Port. Chartered Surveyors, Auctioneers and Estate Agents.

Liverpool and Wirral.—T. MARTIN BROWN, F.A.I., Valuer & Estate Agent, Coopers Buildings, Church Street, Liverpool, 1. Tel. Royal 3373/4 and 3 Garston Old Road, Liverpool, 19. Tel. Garston 358.

Manchester.—ALFRED H. GARDNER & SON, F.A.I., Chartered Auctioneers and Estate Agents, 56 Mosley Street. Tel. Central 8985/6. And at Cheadle Hulme.

Manchester.—CLAYTON, SON & CROWTHER, Auctioneers, Valuers and Estate Agents, 76 Mosley Street, Manchester, 2. Tel. Cen. 4943/4.

Manchester.—STUART MURRAY & CO., Auctioneers, etc., 64a Bridge Street. Tel. Blackfriars 5747. And at Altrincham.

Manchester and Oldham.—LESLIE D. CLEGG MORGAN & CO., Chartered Surveyors, Specialists in Town Planning, Rating and Compensation, Prudential Buildings, Union Street, Oldham. Tel. MAin (Oldham) 6401/3. And at 65 Princess Street, Manchester, 2. Tel. Central 7755.

Preston.—E. J. REED & SONS, F.A.I., Chartered Auctioneers and Estate Agents, 47 Fishergate. Tel. 3249.

Rochdale.—ROSSALL, DALBY & PARKER, Auctioneers and Valuers, 5 Backwater Street. Tel. 3677.

Rochdale and District.—R. BIRTWELL & SON, Chartered Auctioneers and Estate Agents, Valuers, 5 Baillie Street. Tel. 2826.

Rochdale and District.—SHEPHERD LUMB & CO., Auctioneers, etc. The Public Hall, Baillie Street. Tel. 3826.

LEICESTERSHIRE

Leicester.—DONALD BOYER, F.A.I., Chartered Auctioneer & Estate Agent, Valuer-Mortgage, Probate Insurance, Northampton Street. Tel. 21564 (and Rugby).

Leicester and County.—RANDLE & ASPELL (F. E. J. Randle, F.V.I., C. G. Hale, F.A.I., A.A.L.P.A., G. H. Aspell, A.R.I.C.S., F.A.I., M.R.San.I.), 74 Halford Street. Tel. 5137/8.

Market Harborough.—HOLLOWAY, PRICE & CO., Est. 1809. Chartered Surveyors, Chartered Auctioneers. Tel. 2411.

LINCOLNSHIRE

Grantham and District.—BAILEY & AMBLER, Chartered Auctioneers and Estate Agents, Westminster Bank Chambers, Grantham, Lincs. Tel. 418 (2 lines).

Scunthorpe and District.—SPILMAN, GLASIER AND LONSDALE, Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 72 Mary Street, Scunthorpe. Tel. 3803. Est. over 75 years.

Spalding.—S. & G. KINGSTON, F.A.I., Auctioneers, etc., Hall Place Chambers. Tel. 2011.

MIDDLESEX

Edgware.—E. J. T. NEAL, F.R.I.C.S., F.A.I., 39 Station Road. Tel. EDG 0123/4.

Enfield and North London.—CAMPION & DICKINS, Surveyors, Valuers, etc., 28 Little Park Gardens, Enfield. Enfield 1224/5.

Harrow.—CORBETT ALTMAN & CO., F.R.I.C.S., F.A.I., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 40 College Road, Harrow. Tel. Harrow 6222. Also Rating, Compensation and Planning Surveyors.

MIDDLESEX (*continued*)

Harrow.—E. BECKETT, F.A.I., Surveyor, Chartered Auctioneer and Estate Agent, 7 College Road, Harrow. Tel. Harrow 5216. And at Sudbury, Wembley, North Harrow and Moor Park, Northwood.

Harrow.—P. N. DEWE & CO., See "London Suburbs" Section. Established 1925.

Harrow.—WARNER & CO. (T. A. Warner, F.A.L.P.A.), Surveys, Valuations, etc., Specialists in Urban Estate Management, 51 Station Road, North Harrow. Tel. Harrow 9636/7/8.

Harrow.—G. J. HERSEY AND PARTNER, Chartered Auctioneers and Surveyors, 44 College Road, Harrow, Middlesex. Telephone No.: Harrow 7484/7441 and at Prudential Chambers, Grey Friars, Leicester. Telephone No. Leicester 57077.

Harrow and District.—BARR & MEAD. C. Grainger, F.A.L.P.A., M.R.San.I. B. C. Grainger, A.A.I. 202 Northolt Road, South Harrow, Byron 1023. and 15 College Road, Harrow. Harrow 5178. Also at Ruislip and Pinner.

Hayes.—KEVIN & FIELD, LTD. (Lister S. Camps, F.F.S. F.V.I., M.R.S.H.), Grange Chambers, Uxbridge Road. Tel. Hayes 3691/2.

Hounslow.—ROPER, SON & CHAPMAN, Auctioneers, Surveyors, etc., 162 High Street. Tel. HOU 1184.

Moor Park and Northwood.—E. BECKETT, F.A.I., Surveyor, Chartered Auctioneer and Estate Agent, MOOR PARK ESTATE OFFICE, Moor Park Station, Northwood. Tel. Northwood (NH2) 4131. And at Harrow, North Harrow and Sudbury, Wembley.

Northwood.—GILBERT LUCK, F.A.L.P.A., Surveyors and Valuers, 58 Green Lane, Northwood. Tel. 2352/3/4, and 111 Pinner Road, Northwood Hills.

Northwood and Pinner.—SWANNELL & SLY, 3 Maxwell Road, Northwood. Tel. 19. Valuers, Auctioneers, etc.

Pinner and District.—BARR & MEAD. C. Grainger, F.A.L.P.A., M.R.San.I. B. C. Grainger, A.A.I. 2 High Street, Pinner. Pinner 7800. Also at South Harrow, Harrow and Ruislip.

Pinner (Hatch End).—BRODIE, MARSHALL & CO., Auctioneers, Valuers and Estate Agents, 339 Uxbridge Road, Hatch End. Telephone Hatch End 2238 and 2239

Ruislip and District.—BARR & MEAD. C. Grainger, F.A.L.P.A., M.R.San.I. B. C. Grainger, A.A.I. 108 High Street, Ruislip. Ruislip 2215. Also at South Harrow, Harrow and Pinner.

Ruislip, Ickenham and District.—JOHN MEACOCK AND CO., 123/125 High Street, Ruislip. Tel. Ruislip 3072/3/4. And opposite the Church, Ickenham. Tel. Ruislip 5526 and 9824.

Southall and Greenford.—AUSTIN FARR & CO., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 11 South Road, Southall. SOU 6555 (5 lines). 45 The Broadway, Greenford. WAX 4642/4438.

Wembley Park.—LLOYDS (Principal D. J. Westmore, F.R.I.C.S., M.R.San.I.), Chartered Surveyors, Auctioneers and Valuers, 13 Bridge Road. Tel. Arnold 1123/4

West Drayton and Yiewsley.—R. WHITLEY & CO., Chartered Auctioneers and Estate Agents, 40 Station Road. Tel. W. Drayton 2185.

NORFOLK

Cromer.—R. J. WORTLEY, F.R.I.C.S., Chartered Surveyor, etc., 15 Church Street. Tel. Cromer 2069.

Norwich.—ALDRIDGE & PARTNERS, 22 Surrey Street, Surveyors and Estate Agents. Tel. Norwich 28517/8.

Norwich.—CLOWES, NASH & THURGAR, Est. 1848 (H. M. Thurgar, F.A.I., R. F. Hill, F.A.L.P.A., C. M. Thurgar, A.A.I.), 6 Tombland. Tel. 27261/2.

Norwich.—J. E. TAYLOR, Auctioneer and Estate Agent, 25 Tombland. Tel. 26638.

Norwich and East Anglia.—K. H. FIELDING & SON (J. L. Fielding, F.R.I.C.S., F.A.I.), Chartered Surveyors, etc., 1 Upper King Street, Norwich. Tel. 22980.

West Norfolk.—CRUSO & WILKIN, Chartered Auctioneers and Estate Agents, 27 Tuesday Market Place, King's Lynn. Tel. King's Lynn 3111/2.

NORTHAMPTONSHIRE

Northampton and Daventry.—HERRY, SONS & CO., LTD., Auctioneers, Valuers and Estate Agents, 9 Fish Street, Northampton. Tel. 136. 33 Sheaf Street, Daventry. Tel. 336.

Northampton and District.—WOODS & CO., F.A.I. Chartered Auctioneers and Estate Agents, Valuers, 18 Castilian Street, Northampton. Tel. 3300/1. Established 85 years.

Peterborough and District.—DAKING & DAKING., Est. 1887. Auctioneers, Valuers, Surveyors and Estate Agents, Broadway, Peterborough. Tel. 5245/6.

Peterborough and District.—FOX & VERGETTE, Auctioneers, Valuers, Surveyors and Estate Agents, 16 Priestgate. Tel. 4261/2. Est. over 150 years.

Peterborough and Adjoining Counties.—NORMAN WRIGHT & PARTNERS, Surveyors and Auctioneers, 26 Priestgate, Peterborough. Tel. 5695/6.

NORTHUMBERLAND

Newcastle upon Tyne, covering the North.—HINDMARSH, HEPPELL & BOURN (Est. 1862), Chartered Auctioneers and Estate Agents, Surveyors, 61 Westgate Road, Newcastle upon Tyne. And at Wallsend-on-Tyne.

NORTHUMBERLAND AND DURHAM

HINDMARSH & PARTNERS, Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 49 Park View, Whitley Bay (Tel. 2351/2), 107 Northumberland St., Newcastle (Tel. 610081 (4 lines)). And at Gateshead and Alnwick.

Newcastle.—DAVID A. LARMOUR & SON, F.R.I.C.S., F.A.I., Saville Row. Tel. Newcastle 20727/8.

WALLHEAD GRAY & COATES, Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 84 Pilgrim Street, Newcastle. (Tel. 27471/2.) 75 West Street, Gateshead. (Tel. 72197.) 7 Priestpopple, Hexham. (Tel. 302.) 26 Frederick Street, Sunderland. (Tel. 2544.)

NOTTINGHAMSHIRE

Newark.—EDWARD BAILEY & SON, F.A.I., Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 7 Kirkgate, Newark. Tel. 39.

Nottingham.—ROBERT CLARKE & CO., Chartered Surveyors and Rating Valuers, Oxford Street. Tel. 42534/5.

Nottingham.—WALKER, WALTON & HANSON, Chartered Surveyors and Valuers, Chartered Auctioneers and Estate Agents, Byard Lane. Est. 1841. Tel. Nottingham 54272 (7 lines).

Retford.—HENRY SPENCER & SONS, Auctioneers, 20 The Square, Retford, Notts. Tel. 531/2. And at 4 Paradise Street, Sheffield. Tel. 25206. And 91 Bridge Street, Worksop. Tel. 2654.

OXFORDSHIRE

Bicester, Thame and Oxford.—E. P. MESSENGER & SON, Chartered Surveyors, Auctioneers, Valuers, etc. Thame 263/4; Bicester 10; and Oxford 47281.

Oxford and District.—BUCKELL & BALLARD. Est. 1887. R. B. Ballard, F.A.L.P.A., H. I. F. Ryan, F.R.I.C.S., F.A.I., H. S. Ballard, A.R.I.C.S., F.A.I., 58 Cornmarket Street, Oxford. Tel. 44151, and at Wallingford, Berks. Tel. 3205.

Oxford, Banbury and surrounding districts.—E. J. BROOKS & SON, F.A.I. (Established 1840), Chartered Auctioneers and Estate Agents, Surveyors and Valuers, "Gloucester House," Beaumont Street, Oxford. (Tel. 4535/6) and 54 Broad Street, Banbury (Tel. 2670).

Thame and District.—PERCY BLACK & CO., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 60 North Street. Tel. 288.

SHROPSHIRE

Craven Arms.—JACKSON & McCARTNEY, Chartered Auctioneers, Valuers and Estate Agents. Tel. 2185.

Shrewsbury.—HALL, WATERIDGE & OWEN, LTD., Chartered Auctioneers, Valuers and Estate Agents. Tel. 2081.

Shrewsbury and South Shropshire.—DEAKIN & COTTERILL, 8 Wyle Cop, Shrewsbury, Auctioneers, Estate Agents and Valuers. Tel. 5306 and 2313. And at Church Stretton.

Wellington.—BARBER & SON, Auctioneers, Valuers, Surveyors and Estate Agents, 1 Church Street. Tel. 27 and 444 Wellington.

Whitchurch.—JOSEPH WRIGHT, Auctioneers, Valuers and Estate Agents, 16 Watergate Street, Whitchurch. Tel. 2962 and 2157.

SOMERSET

Bath and District and Surrounding Counties.—COWARD, JAMES & CO., incorporating FORTT, HATT & BILLINGS (Est. 1903), Surveyors, Auctioneers and Estate Agents, Special Probate Department, New Bond Street Chambers, 14 New Bond Street, Bath. Tel. Bath 3150, 3584, 4268 and 61360.

Bath and District.—Estate Agents, Auctioneers and Valuers, Valuations for Probate, Mortgage, etc. HALLETT & CO., 3 Wood Street, Queen Square, Bath. Tel. 3779 and 2118.

Bath and District.—JOLLY & SON, LTD. (Est. 1825.) Estate Agents and Valuers, Funeral Directors, Probate Valuers, Chattell Auction Rooms, Milsom Street, Bath. (Tel. 3201.)

Bath, Bristol and Districts.—LOUIS POWELL & CO., incorporated Auctioneers, Estate Agents and Valuers, 1 Princes Buildings, Bath. Tel. 2127.

Bath and South West.—CRISP'S ESTATE AGENCY (C. Cowley, F.V.I., Incorporated Surveyor and Valuer, J. L. Cowley, A.A.I., Chartered Auctioneer and Estate Agent) (Est. 1879). Abbey Chambers, York Street, Bath. Tel. 3606 and 61706.

Crewkerne.—25 miles radius.—TAYLOR & CO., Auctioneers, Valuers, Surveyors, Estate Agents. Tel. 546.

Taunton and District.—C. R. MORRIS, SONS AND PEARD, Land Agents, Surveyors, Valuers, Auctioneers, 6a Hammet Street. Tel. 2546. North Curry. Tel. 319.

Weston-super-Mare.—LALONDE BROS. & PARHAM (Est. 1848), 23 Waterloo Street (Tel. 4500); and at Bristol.

Weston-super-Mare and District.—MASTERS & CO., F.R.I.C.S., F.A.I., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 5 High Street. Tel. 6443/4.

Yeovil and District.—PALMER, SNELL & CO., Chartered Auctioneers and Estate Agents, Surveyors and Valuers, Yeovil. Tel. 25 or 1796.

(*Continued on p. xx*)

REGISTER OF

Auctioneers, Valuers, Surveyors, Land and Estate Agents

STAFFORDSHIRE

Stoke-on-Trent and North Staffs. — CHARLES BUTTERS & SONS, Established 1856. Chartered Auctioneers, Surveyors, Valuers and Estate Agents, Trinity Buildings, Hanley, Stoke-on-Trent. Tel. 2138/9. Also at Leek.

SUFFOLK

Bury St. Edmunds and East Anglia.—LACY SCOTT AND SONS, 3 Hatter Street, Bury St. Edmunds. Phone 43 and 692.

Ipswich and East Anglia.—SPURLINGS & HEMPSON (Est. 1780), Chartered Surveyors, Chartered Auctioneers 26 Princes Street, Ipswich. Tel. 51807/8.

Ipswich and East Anglia.—WOODCOCK & SON, 16 Arcade Street, Ipswich. Tel. 54352 (2 lines). Specialists in Selling Country Property and Farms. Established 1850.

Lowestoft and District.—GAGE & CO., 87/89 London Road South. Tel. 3158.

Woodbridge and East Suffolk.—ARNOTT & CALVER, Auctioneers and Valuers. Est. 1870. Tel. 179.

SURREY

Addiscombe, Shirley, Croydon.—MILLER, WILKINS AND CO., Auctioneers, Surveyors and Valuers, 191 Lower Addiscombe Road. Tel. ADDiscombe 2233/4; and 142 Wickham Road, Shirley. Tel. ADDiscombe 4021.

Camberley.— GIDDY & GIDDY, Estate House, London Road. Tel. 1919.

Camberley (Hants and Berks Borders).—SADLER AND BAKER, Chartered Auctioneers and Estate Agents, 95 High Street. Est. 1880. Tel. 4331 (3 lines).

Caterham and District, Sanderstead to Purley.— J. C. O'BRIEN, Station Avenue, Caterham. Tel. 4255 and 348. Limpsfield Road, Sanderstead. Tel. 4426.

Cobham.—EWBANK & CO., in association with Mann and Co. Est. 1891. Tel. 47. Offices throughout West Surrey.

Coulsdon.—SINDEN, TOMKINS & KING, F.A.L.P.A., Valuers, Surveyors and Estate Agents, 26 Chipstead Valley Road. Tel. UPLANDS 0600.

Croydon.—BLAKE, SON & WILLIAMS. Est. 1798. Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 51 High Street, Croydon. CROydon 7155/6.

Croydon, Addiscombe and Area.—BOWDITCH & GRANT. (Est. 1881.) Surveyors, Valuers, Auctioneers, 103/105 George Street, Croydon. Tel. CRO 0138/9.

Croydon and District.—JOHN P. DICKINS & SONS, Surveyors, Valuers and Estate Agents. Est. 1882. 2 and 4 George Street, Croydon. CROydon 3128/29/20.

Croydon and London.—HAROLD WILLIAMS AND PARTNERS, Chartered Surveyors, Valuers, Chartered Auctioneers and Estate Agents, 80 High Street, Croydon. Tel. Croydon 1931. And at Temple Chambers, Temple Avenue, E.C.4. Tel. Ludgate Circus 9288.

Croydon and Sutton.—SAINT, SYMINGTON AND STEDMAN, Surveyors, Auctioneers and Valuers. 106 High Street, Croydon. Tel. CRO 2216/7. And at 6 Cheam Road, Sutton. Tel. VIG 7616/7.

Dorking.—ARNOLD & SON, Auctioneers & Surveyors, 171 High Street and branches. Est. 1855. Tel. 2201/2.

Dorking.—WHITE & SONS, 104 High Street. Agricultural and General Surveyors and Valuers. Tel. 3255.

Dorking.—PEARSON, COLE & SHORLAND, Surveyors, Valuers and Auctioneers. 279 High Street, Dorking. Tel. 3897/8. And at Reigate.

Dorking, Bookham and Effingham.—CUBITT AND WEST. Tel. Dorking 2212, Bookham 2744. Valuers, Surveyors, Estate Agents.

Dorking and Reigate.—A. R. & J. GASCOIGNE-PEES, F.A.L.P.A., Auctioneers, Estate Agents and Surveyors, 258/260 High Street, Dorking. Tel. 4071/2. 6 Church Street, Reigate. Tel. 4422/3. And at Leatherhead and Epsom.

Epsom and Leatherhead.—A.R. & J. GASCOIGNE-PEES, F.A.L.P.A., Auctioneers, Estate Agents and Surveyors, 21 High Street, Epsom. Tel. 4045/6. 4 Bridge Street, Leatherhead. Tel. 4133/4. And at Reigate and Dorking.

Esher.—EWBANK & CO., in association with Mann & Co. Est. 1891. Tel. 3537/8. Offices throughout West Surrey.

Esher.—W. J. BELL & SON, Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 51 High Street. Tel. Esher 3551/2.

Ewell, Epsom, Leatherhead and adjoining areas.— DOUGLAS, F.A.L.P.A., 10 High Street, Epsom. Tel. 2362/4. (Four other offices.)

Ewell.—WILTSHIRES, Estate Agents, Surveyors, Auctioneers and Valuers, 55 High Street. Tel. Ewell 1665/6.

Farnham.—H. B. BAVERSTOCK & SON, Chartered Auctioneers and Estate Agents, 4 Castle Street. Tel. 5742 (2 lines).

Farnham.—CUBITT & WEST. Tel. Farnham 5261. Valuers, Surveyors, Estate Agents.

Farnham.—EGGAR & CO., incorporating Curtis & Watson, Surveyors, Auctioneers, Land & Estate Agents, 74 Castle Street. Tel. 6221/3. And at Alton and Basingstoke, Hants.

SURREY (*continued*)

Farnham.—GERMAN, ADDY & CO. (Est. 1903). Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 111 West Street. Tel. 5283/4.

Farnham.—WHITEHEAD & WHITEHEAD, amal. HEWETT & LEE, 32 South Street (Tel. 6277).

Godalming.—H. B. BAVERSTOCK & SON, Chartered Auctioneers and Estate Agents, Estate Offices. Tel. 1722 (5 lines).

Guildford.—MANN & CO., Est. 1891, 22 Epsom Road, Tel. 62911/2. Offices throughout West Surrey.

Guildford.—MESSENGER, MORGAN & MAY, Chartered Surveyors, 8 Quarry Street. Tel. 2992/4.

Guildford.—WHITEHEAD & WHITEHEAD, amal. HEWETT & LEE, 144 High Street. (Tel. 2811/2.)

Haslemere.—H. B. BAVERSTOCK & SON, Chartered Auctioneers and Estate Agents, 20 High Street. Tel. 1207.

Haslemere and Hindhead.—CUBITT & WEST. Tel. Haslemere 2345/6/7, Hindhead 63. Valuers, Surveyors, Estate Agents.

Kingston.—A. G. BONSOR, STEVENS & CO., Est. 1899, 82 Eden Street. Tel. KIN 0022.

Kingston.—NIGHTINGALE, PAGE & BENNETT, Est. 1825, Chartered Surveyors, 18 Eden Street. Tel. KIN 3356.

Kingston upon Thames and Area.—BENTALLS ESTATE OFFICES (L. J. Smith, F.A.L.P.A., P. F. Parkinson, B.Sc., A.A.L.P.A.), Wood St. KIN 1001. Sales, surveys, property and chattel valuations, lettings, management.

Leatherhead, Ashtead, Oxshott.—Chas. OSENTON AND CO., Chartered Auctioneers, 36 North Street, Leatherhead. (Tel. 3001/2); Ashtead 2382, Oxshott 3344.

Mitcham.—LEONARD DAVEY & HART, Chartered Surveyors, Auctioneers, Valuers and Estate Agents, Upper Green. Tel. MITcham 6101/2.

Oxshott.—W. J. BELL & SON, Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 51 High Street, Esher. Tel. Esher 4331 (2 lines).

Redhill and Merstham.—E. H. BENNETT & PARTNERS, Auctioneers and Valuers. Tel. Redhill 3672. Merstham 2234/5.

Reigate.—MARTEN & CARNABY, Surveyors, Auctioneers and Valuers, 23 Church Street. Tel. 3361/2.

Reigate.—PEARSON, COLE & SHORLAND, Surveyors, Valuers and Auctioneers. 4 Bell Street, Reigate. Tel. 4371/2. And at Dorking.

Richmond.—ACLAND & CO., Estate Agents, Surveyors and Valuers. Rents collected. 27 Kew Road (Opposite Richmond Station). Tel. RIC 4811/2.

Richmond.—PENNINGTONS, 23 The Quadrant, Auctions, Valuations, Surveys. Rents collected. Tel. RIC 2255 (3 lines).

Surbiton.—E. W. WALLAKER & CO., F.A.L.P.A., Surveyors, Valuers, Auctioneers and Estate Agents, 56/7 Victoria Road, Surbiton, Surrey. Tel. Elmbridge 5381/4, and at Chessington, Surrey, Shoreham-by-Sea and Lancing, Sussex. (Chartered Surveyor D. J. Peachey, F.R.I.C.S.)

Sutton.—DOUGLAS GRAHAM & CO., Estate Agents, Property Managers, 269 High Street. Tel. VIG 0026/7/8. And at Thornton Heath, Norbury and Piccadilly, W.1.

Sutton.—IDRIS JONES & PARTNERS, F.R.I.C.S., F.A.I., 23 The Arcade, Sutton. VIGilant 0182; and at 30 Abbey House, Westminster.

Thornton Heath.—LEONARD DAVEY & HART, Chartered Surveyors, Auctioneers, Valuers and Estate Agents, 781 London Road. Tel. THO 6211/2.

Thornton Heath.—DOUGLAS GRAHAM & CO., Estate Agents and Property Managers, 808 London Road. Tel. THO 3888 (4 lines). And at Norbury, Sutton and Piccadilly, W.1.

Virginia Water and Wentworth.—GOSLING AND MILNER, Station Approach, Virginia Water. Tel. Wentworth 2277. And at 8 Lower Grosvenor Place, S.W.1. Tel. Victoria 3634.

Wallington.—WILLIAM A. DAVIS & PARTNERS, 4 Stanley Park Road. Tel. Wallington 2567.

Walton.—MANN & CO., Est. 1891, 38 High Street. Tel. 2331/2. Offices throughout West Surrey.

Walton and Weybridge.—HIGBY & CHARD (Consultants: George Geen, M.A., F.R.I.C.S., V. C. Lawrence, F.R.I.C.S.), 45 High Street, Walton-on-Thames. Tel. 20487/8.

Walton/Weybridge.—WARING & CO., Est. 1890. Surveyors, Estate Agents, Auctioneers and Valuers. Tel. Walton-on-Thames 24151/2.

West Byfleet.—MANN & CO., incorporating Ewbank and Co., Est. 1891. Tel. 3288/9. Offices throughout West Surrey.

Weybridge.—EWBANK & CO., in association with Mann and Co. Est. 1891. Tel. 2323/5. Offices throughout West Surrey.

Weybridge and District.—J. E. PURDIE & SON, Chartered Surveyors and Estate Agents, 1 and 3 Queens Road, Weybridge. Tel. 3307 (3 lines), and at Walton-on-Thames.

Weybridge and District.—WATERER & SONS, Chartered Auctioneers and Estate Agents, Surveyors, etc. Tel. 3838/9.

Woking.—HOAR & SANDERSON, 5 Church Path. Tel. 3263/4. Eleven associated Surrey offices.

(*Continued on p. xxi*)

SURREY (*continued*)

Woking.—MANN & CO., Est. 1891, Chartered Surveyor. Tel. 3800 (6 lines). Offices throughout West Surrey.

Woking.—MOLDRAM, CLARKE & EDGLEY, Chartered Surveyors. Tel. 3419; and at Guildford.

SUSSEX

Angmering-on-Sea, Rustington, Worthing and Storrington.—BERNARD TUCKER & SON. Est. 1890. L. B. Tucker, F.R.I.C.S., F.A.I., G. H. E. Evans, F.A.L.P.A., W. J. Brown, F.A.I. Tels. Rustington 1, Worthing 5708/9, Storrington 2535.

Arundel and Rustington.—HEASMAN & PARTNERS. Tel. Arundel 2323, Rustington 900.

Bexhill-on-Sea.—JOHN BRAY & SONS (Est. 1864), Estate Agents, Auctioneers and Valuers, 1 Devonshire Square. Tel. 14.

Bexhill-on-Sea and Little Common.—RICHES & GRAY (Est. 1883), Chartered Auctioneers and Estate Agents, 25 Sea Road, Bexhill-on-Sea. Tel. 34/5. And at 25 Cooden Sea Road, Little Common. Tel. Cooden 2939.

Brighton.—RAYMOND BEAUMONT, F.R.I.C.S., F.A.I., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 35 East Street. Tel. Brighton 20163.

Brighton.—MELLOR & MELLOR, Chartered Auctioneers and Estate Agents, 110 Sc. James's Street. Tel. 682910.

Brighton and Worthing.—H. D. S. STILES & CO., F.R.I.C.S., F.A.I. (special rating diploma), 6 Pavilion Buildings. Tel. Brighton 23244 (4 lines). 10 King's Bench Walk, Temple, E.C.4. Tel. Central 5356. 3 The Steyne, Worthing. Tel. Worthing 9192/3.

Brighton.—FRANK STONE & PARTNERS, F.A.L.P.A., 84 Queen's Road. Tel. Brighton 29252/3.

Brighton and Hove.—WILLIAM WILLETT, LTD., Auctioneers and Estate Agents, 52 Church Road, Hove. Tel. Hove 34055. London Office, Sloane Square, S.W.1. Tel. Sloane 8141.

Brighton, Hove and Surrounding Districts.— MAURICE P. HATCHWELL, F.R.I.C.S., F.A.I., Chartered Surveyor, Chartered Auctioneer and Estate Agents, 4 Bartholomews, Brighton, 1. Tel. Brighton 23107.

Brighton, Hove and Surrounding Districts.— C. HORTON LEDGER, F.A.I., Established 1885 Chartered Auctioneer and Estate Agent, Surveyor and Valuer, "Sussex House," 126/7 Western Road, Hove, Tel. Sussex 1291.

Chichester and Bognor Regis.—WHITEHEAD & WHITEHEAD, Chartered Auctioneers and Estate Agents, South Street, Chichester. Tel. 3031 (5 lines). Station Road, Bognor Regis. Tel. 2237/8.

Crawley.—WM. WOOD, SON & GARDNER, Estate Agents, Surveyors and Valuers. Tel. Crawley 1.

Crowborough.—DONALD BEALE & CO., Auctioneers, Surveyors and Valuers. The Broadway. Tel. Crowborough 3333.

Eastbourne.—FRANK H. BUDD, LTD., Auctioneers, Surveyors, Valuers, 1 Bolton Road. Tel. 1860.

Eastbourne.—A. C. DRAYCOTT, Chartered Auctioneers and Estate Agents, 12 Gildredge Road. Tel. Eastbourne, 1285.

Eastbourne.—HEFFORD & HOLMES, F.A.I., Chartered Auctioneers and Estate Agents, 51 Gildredge Road. Tel. Eastbourne 7840.

Eastbourne.—OAKDEN & CO., Estate Agents, Auctioneers and Valuers, 24 Cornfield Road. Est. 1897. Tel. 1234/5.

Eastbourne and District.—FARNHAM & CO., Auctioneers, Estate Agents and Valuers, 6 & 44 Terminus Road, Eastbourne. Tel. 4433/4/5. Branch at 73 Eastbourne Road, Lower Willingdon, and 4 Grand Parade, Polegate.

East Grinstead.—Messrs. P. J. MAY (P. J. May and A. L. Apthorp, F.R.I.C.S., F.A.I., M.R.San.I.), 2 London Road. Tel. East Grinstead 315/6.

East Grinstead.—TURNER, RUDGE & TURNER, Chartered Surveyors. Tel. East Grinstead 700/1.

Hassocks and Mid-Sussex.—AYLING & STRUDWICK, Chartered Surveyors. Tel. Hassocks 882/3.

Hastings, St. Leonards and East Sussex.—DYER & OVERTON (H. B. Dyer, D.S.O., F.R.I.C.S., F.A.I.; F. R. Hynard, F.R.I.C.S.), Consultant Chartered Surveyors, Estd. 1892. 6-7 Havelock Road, Hastings. Tel. 5661 (3 lines).

Hastings, St. Leonards and East Sussex.—WEST (Godrey, F.R.I.C.S., F.A.I.) & HICKMAN, Surveyors and Valuers, 50 Havelock Road, Hastings. Tel. 6688/9.

Haywards Heath and District.—DAY & SONS, Auctioneers and Surveyors, 115 South Road. Tel. 1580. And at Brighton and Hove.

Haywards Heath and Mid-Sussex.—BRADLEY AND VAUGHAN, Chartered Auctioneers and Estate Agents. Tel. 91.

Horsham.—KING & CHASEMORE, Chartered Surveyors, Auctioneers, Valuers, Land and Estate Agents. Tel. Horsham 3355 (3 lines).

Horsham.—WELLER & CO., Surveyors, Auctioneers, Valuers, Estate Agents. Tel. Horsham 3311. And at Guildford, Cranleigh and Henfield.

Hove.—DAVID E. DOWLING, F.A.L.P.A., Auctioneer, Surveyor, Valuer & Estate Agent, 75 Church Road, Hove. Tel. Hove 37213 (3 lines).

Hove.—PARSONS, SON & BASLEY (W. R. De Silva, F.R.I.C.S., F.A.I.), 173 Church Road, Hove. Tel. 34564.

REGISTER OF
Auctioneers, Valuers, Surveyors, Land and Estate Agents

SUSSEX (*continued*)

Hove and District.—WHITLOCK & HEAPS, Incorporated Auctioneers, Estate Agents, Surveyors and Valuers, 65 Sackville Road. Tel. Hove 31822.

Hove, Portslade, Southwick.—DEACON & CO., 11 Station Road, Portslade. Tel. Hove 48440.

Lancing.—A. C. DRAYCOTT, Chartered Auctioneers and Estate Agents, 8-14 South Street, Lancing, Sussex. Tel. Lancing 2828.

Lewes and Mid-Sussex.—CLIFFORD DANN, B.Sc., F.R.I.C.S., F.A.I., Fitzroy House, Lewes. Tel. 4375. And at Ditchling, Hurstpierpoint and Uckfield.

Seaford.—W. G. F. SWAYNE, F.A.I., Chartered Auctioneer and Estate Agent, Surveyor and Valuer, 3 Clinton Place. Tel. 2144.

Storrington, Pulborough and Billinghurst.—WHITEHEAD & WHITEHEAD amal. with D. Ross & Son, The Square, Storrington (Tel. 40), Swan Corner, Pulborough (Tel. 232/3), High Street, Billinghurst (Tel. 391).

Sussex and Adjoining Counties.—JARVIS & CO., Haywards Heath. Tel. 700 (3 lines).

West Worthing and Goring-by-Sea.—GLOVER & CARTER, F.A.L.P.A., 110 George V Avenue, West Worthing. Tel. 8686/7. And at 6 Montague Place, Worthing. Tel. 6264/5.

Worthing.—A. C. DRAYCOTT, Chartered Auctioneers and Estate Agents, 8-14 South Street, Lancing, Sussex. Tel. Lancing 2828.

Worthing.—STREET & MAURICE, formerly EYDMANN, STREET & BRIDGE (Est. 1864), 14 Chapel Road. Tel. 4060.

Worthing.—HAWKER & CO., Chartered Surveyors, Chapel Road, Worthing. Tel. Worthing 1136 and 1137.

Worthing.—PATCHING & CO., Est. over a century. Tel. 5000. 5 Chapel Road.

Worthing.—JOHN D. SYMONDS & CO., Chartered Surveyors, Revenue Buildings, Chapel Road. Tel. Worthing 623/4.

WARWICKSHIRE

Birmingham and District.—SHAW, GILBERT & CO., F.A.I., "Newton Chambers," 43 Cannon Street, Birmingham, 2. Midland 4784 (4 lines).

Coventry.—GEORGE LOVEITT & SONS (Est. 1843), Auctioneers, Valuers and Estate Agents, 29 Warwick Row. Tel. 3081/2/3/4.

WARWICKSHIRE (*continued*)

Coventry.—CHAS. B. ODELL & CO. (Est. 1901), Auctioneers, Surveyors, Valuers and Estate Agents, 53 Hertford Street. Tel. 22037 (4 lines).

Leamington Spa and District.—TRUSLOVE & HARRIS, Auctioneers, Valuers, Surveyors. Head Office: 38/40 Warwick Street, Leamington Spa. Tel. 1861 (2 lines).

Sutton Coldfield.—QUANTRILL SMITH & CO., 4 and 6 High Street. Tel. SUT 4481 (5 lines).

WESTMORLAND

Kendal.—MICHAEL C. L. HODGSON, Auctioneers and Valuers, 10a Highgate. Tel. 1375.

Windermere.—PROCTER & BIRKBECK (Est. 1841), Auctioneers, Lake Road. Tel. 688.

WILTSHIRE

Bath and District and Surrounding Counties.—COWARD, JAMES & CO., incorporating FORTT, HATT & BILLINGS (Est. 1903), Surveyors, Auctioneers and Estate Agents, Special Probate Department. New Bond Street Chambers, 14 New Bond Street, Bath. Tel. Bath 3150, 3584, 4268 and 61360.

Marlborough Area (Wilts, Berks and Hants Borders).—JOHN GERMAN & SON (Est. 1840), Land Agents, Surveyors, Auctioneers and Valuers, Estate Offices, Ramsbury, Nr. Marlborough. Tel. Ramsbury 361/2, And at Ashby-de-la-Zouch, Burton-on-Trent and Derby.

WORCESTERSHIRE

Kidderminster.—CATTELL & YOUNG, 31 Worcester Street. Tel. 3075 and 3077. And also at Droitwich Spa and Tenbury Wells.

Kidderminster, Droitwich, Worcester.—G. HERBERT BANKS, 28 Worcester Street, Kidderminster. Tels. 2911/2 and 4210. The Estate Office, Droitwich. Tels. 2084/5. 3 Shaw Street, Worcester. Tels. 27785/6.

Worcester.—BENTLEY, HOBBS & MYTTON, F.A.I., Chartered Auctioneers, etc., 49 Foregate Street, Tel. 5194/5.

YORKSHIRE

Bradford.—NORMAN R. GEE & HEATON, 72/74 Market Street, Chartered Auctioneers and Estate Agents. Tel. 27202 (2 lines). And at Keighley.

YORKSHIRE (*continued*)

Bradford.—DAVID WATERHOUSE & NEPHEWS, F.A.I. Britannia House, Chartered Auctioneers and Estate Agents. Est. 1844. Tel. 22622 (3 lines).

Hull.—EXLEY & SON, F.A.L.P.A. (Incorporating Officer and Field), Valuers, Estate Agents, 70 George Street. Tel. 3399/2.

Leeds.—SPENCER, SON & GILPIN, Chartered Surveyors, 132 Albion Street, Leeds, 1. Tel. 30171.

Scarborough.—EDWARD HARLAND & SONS, 4 Aberdeen Walk, Scarborough. Tel. 834.

Sheffield.—HENRY SPENCER & SONS, Auctioneers, 4 Paradise Street, Sheffield. Tel. 25206. And at 20 The Square, Retford, Notts. Tel. 531/2. And 91 Bridge Street, Worksop. Tel. 2654.

SOUTH WALES

Cardiff.—DONALD ANSTEE & CO., Chartered Surveyors, Auctioneers and Estate Agents, 91 St. Mary Street, Tel. 30429.

Cardiff.—S. HERN & CRABTREE, Auctioneers and Valuers. Established over a century. 93 St. Mary Street. Tel. 29383.

Cardiff.—J. T. SAUNDERS & SON, Chartered Auctioneers & Estate Agents. Est. 1895. 16 Dumfries Place, Cardiff. Tel. 20234/5, and Windsor Chambers, Penarth. Tel. 22.

Cardiff.—JNO. OLIVER WATKINS & FRANCIS, Chartered Auctioneers, Chartered Surveyors, 11 Dumfries Place. Tel. 33489/90.

Swansea.—E. NOEL HUSBANDS, F.A.I., 139 Walter Road. Tel. 57801.

Swansea.—ASTLEY SAMUEL, LEEDER & SON (Est. 1863), Chartered Surveyors, Estate Agents and Auctioneers, 49 Mansel Street, Swansea. Tel. 55891 (4 lines).

NORTH WALES

Denbighshire and Flintshire.—HARPER WEBB & CO., (incorporating W. H. Nightingale & Son), Chartered Surveyors, 35 White Friars, Chester. Tel. 20685.

Wrexham, North Wales and Border Counties.—A. KENT JONES & CO., F.A.I., Chartered Auctioneers and Estate Agents, Surveyors and Valuers. The Estate Offices, 43 Regent Street, Wrexham. Tel. 3483/4.

Classified Advertisements

PUBLIC NOTICES—INFORMATION REQUIRED—CHANGE OF NAME
4s. per line as printed

APPOINTMENTS VACANT—APPOINTMENTS WANTED—PRACTICES AND PARTNERSHIPS and all other headings
15s. for 30 words. Additional lines 4s. Box Registration Fee 2s. extra

Advertisements should be received by first post Wednesday for inclusion in the issue of the same week and should be addressed to THE ADVERTISEMENT MANAGER, SOLICITORS' JOURNAL, OYEZ HOUSE, BREAMS BUILDINGS, FETTER LANE, E.C.4. CHAncery 6855

PUBLIC NOTICES

BOROUGH OF HARROW

APPOINTMENT OF CHIEF ASSISTANT SOLICITOR

Applications are invited from Solicitors with Local Government experience for the appointment of Chief Assistant Solicitor in my Department; Salary Scale "B" (£1,417—£1,670 p.a.).

The Council may be able to help with housing accommodation for a temporary period in the light of the applicant's circumstances.

Contributions towards removal expenses will also be considered.

Application forms, obtainable from me, to be returned, not later than Monday, 27th November, 1961.

DAVID PRITCHARD,
Town Clerk.

Town Clerk's Office,
Harrow Weald Lodge,
92 Uxbridge Road,
Harrow, Middx.

BOROUGH OF EDMONTON

LEGAL ASSISTANT (UNADMITTED)

Applications are invited for this appointment at a salary within Grade A.P.T. III of the National Scales of Salaries (£960—£1,140, plus £45 London Weighting). Candidates should have experience of Conveyancing and Common Law and general legal work. Experience with a Local Authority is not essential. Five-day week.

Applications on Forms obtainable from the Town Clerk, Town Hall, Edmonton, N.9, must be delivered by the 25th November.

KENT COUNTY COUNCIL

APPOINTMENT OF ASSISTANT SOLICITOR

Applications are invited for the above-mentioned appointment, the duties of which will be in connection with prosecutions, advocacy and general legal work. Salary range A.P.T. III/V (£960–£1,480). Commencing salary according to age, qualifications and experience. Applications, with the names of two referees, should reach the undersigned by the 13th November, 1961.

G. T. HECKELS,
Clerk of the County Council.

County Hall,
Maidstone,
Kent.

BOROUGH OF BRENTFORD AND CHISWICK

CONVEYANCING ASSISTANT

Applications invited from unadmitted conveyancing clerks for this post on salary range £1,005 to £1,355 per annum commencing according to age and experience.

Provision of housing accommodation will be considered.

Write full details to undersigned.

W. F. J. CHURCH,
Town Clerk.

Town Hall,
Chiswick, W.4.

HAMPSHIRE

Applications are invited from Solicitors, Barristers and Justices' Clerks' Assistants for the superannuable post of DEPUTY CLERK TO THE JUSTICES for the City of Winchester and the Winchester County and Droxford Petty Sessional Divisions. Present salary £940–£1,150 (Scale G). Office in Winchester. In approved cases, the Committee are prepared to assist in meeting removal and other expenses.

Applications stating age, experience and qualifications, together with the names and addresses of two referees, should be sent to me not later than the 20th November.

G. A. WHEATLEY,
Clerk of the Magistrates' Courts Committee.

The Castle,
Winchester.

RUISLIP-NORTHWOOD URBAN DISTRICT COUNCIL

Applications invited for the appointment of ASSISTANT SOLICITOR. Salary scale £1,140–£1,310, plus London "Weighting" allowance (£25 p.a. age 21, £45 age 26 and over). Superannuable post, subject to medical assessment, N.J.C. Service Conditions apply. Housing considered, if required.

Applications, with personal details and full particulars of experience and names and addresses of two referees, to undersigned by 13th November, 1961.

EDWARD S. SAYWELL,
Clerk of the Council.

Council Offices,
Northwood,
Middlesex.
26th October, 1961.

ROTHERHAM RURAL DISTRICT COUNCIL

APPOINTMENT OF LEGAL ASSISTANT (UNADMITTED)

Applications are invited for the above appointment. Salary within range A.P.T. I–III (£645–£1,140) the point of commencement depending on experience.

Applicants should have some experience of conveyancing and general legal work. Local Government experience not essential.

Assistance with housing, if required.

Applications, with names and addresses of two referees to be received by 11th November, 1961.

E. F. L. DANBURY,
Clerk to the Council.

Council Offices,
Moorgate,
Rotherham.
October, 1961.

NEW SCOTLAND YARD

PROSECUTING SOLICITORS on permanent staff of Solicitor's Department. Age 24–40. Starting salary £1,150 at age 24 to £1,703 at age 35 (or over). Scale maximum £1,937. Non-contributory pension. Good prospects of promotion. No previous experience required of criminal prosecutions. Particulars from Secretary, Room 165 (LA), New Scotland Yard, S.W.1.

ESHER URBAN DISTRICT COUNCIL

SENIOR ASSISTANT SOLICITOR

Applications are invited for appointment to the above-mentioned post at a commencing salary according to the qualifications and experience of the successful applicant within J.N.C. Scale "B" (£1,570–£1,670 per annum). Applicants, who should be mature admitted Solicitors, must have an all-round knowledge of the work of a Clerk's Department with an aptitude for advocacy, both in Court and at Inquiries, particularly Planning.

Further particulars obtainable from the undersigned to whom applications, stating age, experience and qualifications and the names and addresses of two referees, should be submitted by 27th November, 1961.

A. G. CHAMBERLIN,
Clerk of the Council.

Council Offices,
Esher,
Surrey.

BOROUGH OF PUDSEY

DEPUTY TOWN CLERK

Applications are invited from duly admitted Solicitors for the appointment of Deputy Town Clerk, at a salary to be fixed within the Letter Grades B/C, £1,470 per annum to £1,825 per annum, according to experience and qualifications. Permanent post and superannuation.

Previous experience with a Local Authority would be of advantage, and a good knowledge of conveyancing is important. Work will include some advocacy and opportunity of taking committees. Excellent prospects for the right applicant.

Housing assistance, if necessary.

Applications should be forwarded to the undersigned not later than Wednesday, the 15th November, 1961, together with the names of two referees.

W. RICHARD CRUSE,
Town Clerk.

Town Hall,
Pudsey,
Yorkshire.

APPOINTMENTS VACANT

ROMFORD.—Experienced clerk required as assistant to young partner dealing chiefly with conveyancing in an expanding practice at Gidea Park. Some knowledge of litigation useful. Good progressive salary in accordance with experience.—Telephone Romford 45102.

LADY Solicitor required in South-East Essex, mainly conveyancing, some matrimonial. Good salary according to experience. November finalist considered.—Box 8183, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

YOUNG partner, preferably with capital and degree, is sought for expanding, lively, century-old general practice in Southern Kent. Principal still going strong, but fair chance for young entry to increase its share reasonably soon. Practice at present carries 4/5 solicitors. —Box 8175, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

continued on p. xxviii

Classified Advertisements

continued from p. xxii

APPOINTMENTS VACANT—*continued*

PROBATE Managing Clerk (unadmitted) required by West End firm to commence separate Department to handle increased volume of work. Excellent opportunity for ambitious young man with sufficient experience. Knowledge of Company work an advantage. Salary commensurate.—Write Box 7964, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST SUSSEX County Council require a clerk with substantial experience in a solicitor's office. Salary £815–£960 per annum. Applications, stating age, experience and present appointment, together with names and addresses of two referees to Clerk of the County Council, County Hall, Chichester, Sussex, by the 15th November, 1961.

ELTHAM.—Young litigation clerk required as assistant and subsequent successor to litigation manager of large firm. Considerate employers. Congenial conditions of work.—Box 8171, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PROGRESSIVE Pembrokeshire Solicitors (English area; magnificent coast) require capable young solicitor, commencing salary £1,000 per annum.—Box 8172, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR (Admitted) for Legal Department of London Public Company for post of Deputy to Solicitor of the Company. Must be capable draftsman with wide experience of Conveyancing and Property Development, and preferably have a sound working knowledge of Company Law. Salary according to ability and experience but commencing at not less than £1,500 p.a. Write with full particulars.—Box 8173, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ADMITTED or unadmitted conveyancing managing clerk required by Westminster solicitors; mainly house purchases; good salary.—Box 8174, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITORS in Worcestershire market town require solicitor (under 40) view to partnership for general practice, including advocacy, working without supervision. Salary according to experience.—Box 8176, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LITIGATION Managing Clerk. City firm offer post of considerable responsibility carrying top salary.—Write Box ZS535, Deacon's Advertising, 36 Leadenhall Street, E.C.3.

SOLICITORS require Conveyancing Managing Clerk. Responsible post at high salary with medium-sized City firm.—Write Box ZR534, Deacon's Advertising, 36 Leadenhall Street, E.C.3.

SOLICITOR required to take charge of busy South-East London conveyancing practice. Partnership in the offing.—Reply to Box 8184, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CARDIFF Solicitors require experienced admitted or unadmitted Common Law Assistant capable of handling substantial volume of industrial accident work and costing. Commencing salary up to £1,500 per annum. Excellent opportunity for advancement. Assistance with housing and car if required.—Box 8136, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CRAWLEY, Sussex.—Unadmitted Conveyancer required, age 35 and upwards. Small office with expanding practice. Some knowledge of Probate and Litigation an advantage. Housing probable, salary subject to discussion but indication required.—Write Box 8177, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITORS in Baker Street area require Conveyancing Assistant. Excellent opportunity for young admitted man with ability.—Box 8178, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

DUE TO EXPANSION

HOGG, ROBINSON & CAPEL-CURE (LIFE & PENSIONS) LIMITED

Staple Hall, Stone House Court, E.C.3

require for their Estate Duty Dept., a man about 25 years of age having some knowledge of legal work and a liking for figures.

Salary in the region of £750/£850 (depending on relevant experience) plus luncheon vouchers, free life assurance and contributory pension scheme. The post offered is a progressive one and the work is interesting.

Apply to — Managing Director.

ASSISTANT Solicitor required by leading and expanding City firm for conveyancing and general work; excellent prospects with good salary and wide variety of experience.—Box 8146, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

KENDAL.—Young Solicitor with some common law and advocacy experience required to assist sole principal of old-established expanding all-round practice. Assistance with housing.—Box 8165, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCING Manager; first-class opportunity with leading City firm for unadmitted manager under 30; excellent prospects; good salary and holidays; luncheon vouchers; pleasant offices and conditions.—Box 8147, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR, part-time or full-time, required by Finance Company, W.1.—Box 8134, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

HARROW Solicitors urgently require Managing Clerk or qualified Assistant. Mainly Conveyancing but some litigation experience essential. Please write stating full details of age, experience and salary required.—Box 8069, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

COMMON Law Clerk (unadmitted) required by Solicitors in London.—Write giving details of experience, age and salary to Box 8074, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCING or Conveyancing and General Assistant, admitted or unadmitted, for Chester general practice; good salary for right applicant. Self-contained flat available. State age, experience and salary required.—Box 8126, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LONDON

SOLICITOR, admitted from one to three years, having good experience of general commercial work and conveyancing (knowledge of patent and trade mark law and practice an advantage) required as Assistant to the Head of the Legal Department serving a large Group of Companies in the rubber and plastics industry. Commencing salary in region of £1,000 p.a., according to experience and length of admission. Life Assurance and non-contributory Pension Fund.—Apply in writing, giving age, present remuneration and full particulars of experience to Box 8179, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOUTHAMPTON Solicitors require Managing Common Law Clerk, admitted or unadmitted, and also Junior Litigation Clerk. Salary scales up to £1,200 per annum and assistance given with housing.—Box 8141, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITORS in West Central District require a Solicitor (male or female) as assistant in a general practice. Salary up to £1,250 for a suitable applicant.—Box 8143, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CITY Solicitors require admitted or unadmitted Conveyancing Clerk. Write stating full particulars.—Box C 331, c/o Walter Judd, Ltd., 47 Gresham Street, E.C.2.

CONVEYANCING Assistant required; qualified or unqualified; newly admitted Solicitor would be considered; good salary for right man; pension scheme available; five-day week.—Apply in writing to Staff Partner, Messrs. Slater, Heelis & Co., 71 Princess Street, Manchester, 2.

PROBATE assistant required (male or female) with immediate opportunity to gain experience and advancement. Own office, typewriter and some secretarial assistance. Salary by arrangement. South-east London.—Box 8089, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

READING Solicitors require (*a*) Young Assistant Solicitor. Some prospects of future partnership. (*b*) Conveyancing Clerk. (*c*) Litigation Clerk. (*d*) Articled Clerk. No premium. Salary. State experience and salary required.—Box 7970, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

APPOINTMENTS WANTED

SOLICITOR, 1956, seeks responsible post in London (Central or South) with early prospect of partnership. Previous experience mainly conveyancing.—Box 8180, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

EX-BARRISTER (36), LL.B., sitting Final shortly, 3 years' experience Company and Commercial Law, mostly with leading City firm, 6 years' Taxation with Revenue, some experience Probate and Trusts, seeks post with good prospects.—Box 8185, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR, M.A. (41), experienced mainly Probate, Trust, Tax and Conveyancing, seeks post leading to early partnership. London or Home Counties preferred.—Box 8186, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

continued on p. xxiv

★ Classified Advertisements ★

continued from p. xxiii

PRACTICES AND PARTNERSHIPS

BERKS, Bucks, Hants, Surrey or Sussex, small or medium-sized practice required to purchase or partnership in the above areas.—Box 8181, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PREMISES, OFFICES, ETC.

MANCHESTER, 1.—Excellent Ground Floor Office Accommodation; 3 Private and Large General/Reception Office; total area 1,060 sq. ft.—Apply A. H. Kelly, 28 Oxford Street, Manchester, 1. CEN. 0718.

PROPERTY INVESTMENTS

INVESTMENTS REQUIRED

ACTIVE enquiries in hand for good-class shop investments, blocks of flats, freehold ground rents and weekly investments of all types.—Details in confidence to Cowdrey, Phipps & Hollis, F.A.L.P.A., Investment Department, 140 Park Lane, Marble Arch, W.1. MAYfair 1329 (2 lines).

MORTGAGES

PLAY SAFE—PUT IT IN THE HANDS OF
PETER G. HIRSCH & CO., LTD.
8 BRUNSWICK PLACE, HOVE
Tel.: 71398/9

Sussex Leading Mortgage Brokers

MORTGAGE ADVANCES AND BUILDING FINANCE UP TO 100 PER CENT.
BRIDGING FINANCE
HOUSE PURCHASE FROM 5½ PER CENT.

Second Mortgages Any amount

MORTGAGE FUNDS REQUIRED

MORTGAGES required for our applicants. Sums of £1,000/£10,000 on owner-occupied houses. Also larger amounts on investment property, viz.: blocks of shops, houses, factories, etc. Two-thirds value required at 7½%. Full scale legal and survey charges paid. Occasionally other applicants require second mortgages at 10%. £200/£1,000 where there is ample equity. Write fully.—Welsford, Morgan & Co. (Mortgage Brokers since 1908), 986 London Road, Thornton Heath, Surrey, or Tel.: THO 2135.

MORTGAGE FUNDS

WE offer a specialised service re mortgage advances on Shop Properties, Factories and Houses over £10,000. Sums also available for Building and Industrial development.—MILLER SMITH AND PARTNERS, 139 Park Lane, W.1. Tel.: MAYfair 7081–4.

MORTGAGES
available
FOR PERIODS UP TO
FIVE YEARS
MORTIMER FINANCE
93 Mortimer Street, W.1
MUSeum 0709 AND 0700

SECOND Mortgage our speciality; £100–£1,000 available for Owner occupiers or for use as a deposit in house purchase. £2 6s. 8d. monthly repayment on each £100 borrowed.—Cranbrook Mortgage Bureau, Dept. C.F.7, 49 Cranbrook Road. Ilford 3615 (3 lines).

BUILDING LAND WANTED

LAND WANTED for housing. Home Counties. 2/50 acres. Agents retained and reinstructed. Planning applications and appeals undertaken.—TRUE BOND HOMES, LTD., 342 Richmond Road, East Twickenham. (POP 6231).

VALUATIONS

TRADE VALUATIONS
STOCKS & FIXTURES
SALE OR PROBATE
Extensive staff of expert valuers available at short notice
ALL MAIN DISTRIBUTIVE TRADES
ORRIDGE & CO.
184 STRAND, LONDON, W.C.2
Telephone: TEMple Bar 9212/3 and 6340
Branch offices in Lancashire, Yorkshire, Hampshire, Glamorgan and Warwickshire
Members of leading professional bodies
VALUERS SINCE 1846

ANTIQUE AND MODERN FURNITURE, Silver, Porcelain, Pictures, Books and all descriptions of Chattel Property VALUED FOR PROBATE, INSURANCE OR FAMILY DIVISION, or, if desired, included in specialised auction sales. Sales also arranged by tender or private treaty.—Phillips, Son & Neale, 7 Blenheim Street, New Bond Street, W.1. Telephone No.: MAYfair 2424. Est. 1796.

VALUATIONS of general chattels, antiques, etc., for Probate, Insurance, and all purposes. Sales arranged if required. Prompt attendance, any distance.—J. Nutter, Old Manor Farmhouse, Wendover, Bucks. (Tel.: 3362).

REVERSIONS, LIFE POLICIES, ANNUITIES and UNQUOTED SHARES.—H. E. Foster and Cranfield, 6 Poultry, E.C.2, specialise in the valuation of these interests for probate purposes. Established 1843.

TYPING, ETC.

SECRETARIAL services (free lance) experienced Law, Accountancy, Insurance, etc. Daily/weekly/longer. Very moderate charges. Also typewriting executed at home.—Box 8182, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

RITA MOORE undertakes Tape Transcriptions, Law Writing, Translations, Duplicating, Photocopying, Secretarial Services. Work carried out promptly and efficiently. 20 Tooks Court, Cursitor Street, E.C.4. CHAncery 5508.

RUTH ATLASZ Secretarial Service. Experienced Shorthand and Dictaphone Typists available at short notice for temporary work.—Telephone: MUSeum 9615.

DRAFTS and Engrossments expertly typed, hand engrossing, plans drawn or copied, multiple copying by special process, photocopying; all expeditiously done in proper form and at moderate charges. On all copying problems, consult the Copying Departments of The Solicitors' Law Stationery Society, Ltd., Head Offices, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LEGAL TYPING including STENORETTE, PHILIPS and ALL TAPE TRANSCRIPTIONS, Copying, Engrossing, Abstracting. DUPLICATING pro forma letters, drafts, etc. COMPLETIONS attended.—RUSHGROVE AGENCY, 563 Watford Way, London, N.W.7. MILl Hill 7242.

FINANCIAL

COMPANY FORMATIONS

A first-class service is provided for the profession for 14 guineas including Mem. and Arts., Books, Seal, etc.

CITY FORMATIONS LTD.
(Dept. M) 90 Bishopsgate, E.C.2.

A BARGAIN, £25 complete, brand new ready-made Co. Regns. Guaranteed no trading (England or Scotland); all trades available now, including Property Dealing; Mining/Quarrying; Garages; Electrical; Glass/China; Drapers; Packers; Plastics; H.P. Finance; Salvage; Banking, Nominees; Secretarial; Stocks/Shares; Property; Investments; Caravans, etc. (specially prepared for each trade). Write, phone or call (English Registrations) BUSINESS ECONOMY Co., Regns., Ltd. (Dept. 14); 156 Strand, London, W.C.2 (Tem. 8377/2294); Scottish Registrations to 19 Walker Street, Edinburgh, 3 (Cal. 1167/9). Read "Advantages of trading as a limited Company" (3/- post free). Ltd. Co. may save you personal tax. We also have seven days Co. Regn. service with your own choice of name £21 (plus stamp duty).

ABANDON DELAYS
READY MADE COMPANIES
(guaranteed "no trading")
£20:0:0 *inclusive*
(over 200 in stock)
By Return of Post to Country or delivery immediately in London.
Free draft on application.
LEWIS, COATES & LUCAS, LTD
LAW STATIONERS
6-9 Surrey Street, Strand, W.C.2
TEMple Bar 6927 (4 lines)

INVESTMENTS WANTED

£50,000 cash available to buy weekly or other houses, ground rents, etc. No comm. required. Any district.—Buyers' Agents: RAYNERS, 205 Lavender Hill, S.W.11. (BAT 8686.)

continued on p. xxv

Classified Advertisements

continued from p. xxiv

COSTS

THE COSTS DEPARTMENT
OF
The Solicitors' Law Stationery Society, Ltd.,
is available to the profession for the prompt preparation of all
BILLS OF COSTS
by expert draftsmen.

For full details apply The Manager, Costs Department, Oyez House, Breams Buildings, Fetter Lane, E.C.4. (CHAncery 6855.)

TRANSLATIONS

THE HAMILTON TRANSLATION SERVICE, LTD.
c/o The Solicitors' Journal
Oyez House,
Breams Buildings,
Fetter Lane, E.C.4.

We specialise in the translation of all legal documents and correspondence from and into 48 Languages.

LEGAL DOCUMENTS and other miscellaneous matter (French, German and Italian); accurate rendering mailed day work received.
H. Verney Clayton, M.C.,
The Woodlands, Market Rasen, Lincs.

PERSONAL

CARRINGTON & CO., LTD., offer to buy Jewellery, Silver and Gold items, both modern and antique. Highest prices given. Representative sent if requested. Valuations for probate, insurance, etc.—130 Regent Street, London, W.1. Tel. REG. 3727.

DAVIS OF PORT STREET, PICCADILLY, MANCHESTER, 1.—For fine furniture at manufacturers prices. Walk round our three large showrooms, which are open daily until 6 p.m. (Wednesday and Saturday included). We are stockists of all the latest designs of furniture, carpets, mattresses, divans. 10-year guarantee. Also all domestic electrical equipment, etc. Special concession and credit facilities to members of the legal profession. Write to us for whatever you want—we can supply. No other introduction required. Tel.: CEN 0638.

BUSINESSES WANTED

OLD-ESTABLISHED firm of Estate Agents and Surveyors with three branches wish to expand their business by the acquisition of a further branch in Watford, Elstree, Harrow, Ruislip districts. Any principal contemplating sale of existing practice invited to forward details, which will be treated in the strictest confidence, to Mr. A. E. Parker, 20 The Close, London, N.14.

PRIVATE INQUIRIES

R.C.B. INVESTIGATIONS undertake all types of enquiries civil, criminal, commercial. Highest professional standards. Principals act personally all cases. Close liaison maintained with clients at all stages. Initial consultations without charge.—Telephone REGent 4404 or write Box 8187, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

DIVORCE and general inquiries undertaken throughout London, Surrey, Middlesex by our own staff. Evictions and distress warrants executed. Certificated Bailiffs. Southern Provincial Investigations, 45 Brighton Road, Surbiton, Surrey (Elmbridge 1032/4).

NAMEPLATES

NAMEPLATES in bronze, brass or plastics; Rubber Stamps; Sketches and estimates free.—Austin Luce & Company, 19 College Road, Harrow, Middlesex. Tel.: HATch End 6680.

NAMEPLATES in bronze, brass and plastic; quotations and full size layout sent free; signwriting a speciality.—Please send wording to Abbey Craftsmen, Ltd., Abbey Works, 109A, Old Street, London, E.C.1. Tel.: CLE 3845.

BOOKS AND PERIODICALS

THE "CORDEX" SELF-BINDING CASE specially designed to contain issues of THE SOLICITORS' JOURNAL is now available price 14s., post free. Capacity 26 issues and index. Issues easily inserted or removed.—The Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

MISCELLANEOUS

OLD DEEDS.—Good prices given for old parchment deeds; any quantity accepted, large or small.—Please send full details to H. Band & Co., Ltd., Brent Way, High Street, Brentford, Middlesex.

BIBLES
IN MANY LANGUAGES
are continually needed by Ministers, Missionaries and other Christian Workers
IN MANY LANDS
substantial help is often
FREELY GIVEN by the
TRINITARIAN BIBLE SOCIETY
7 Bury Place, London, W.C.1 (HOL 9460)
GIFTS and LEGACIES help to maintain and extend this VITAL WORK

TOC H

In a thousand ways and places TOC H gives the personal human touch of cheerful friendship lacking in many lives

Please help this voluntary work to spread

TOC H, 15 TRINITY SQUARE, LONDON, E.C.3
FOUNDED BY REV. P. B. ("TUBBY") CLAYTON, C.H., M.C.

If your advice should be asked

about a deserving Society to benefit by a legacy

PLEASE remember:—

The Scottish Society for the Prevention of Vivisection, 10 Queensferry Street, Edinburgh, 2.

Objects: *The Protection of Animals from Cruelty, the Prevention of the Infliction of Suffering and the Abolition of Vivisection.*

Illustrated Report on the work done sent on request.

Friends of Man
They've earned a rest . .
Ensure them one
With a Bequest!

● **WHEN DRAWING UP WILLS** please remember to include the

HOME of REST for HORSES

WESTCROFT STABLES
BOREHAM WOOD HERTS

AUCTIONEERS' ANNOUNCEMENTS

Printed and published in Great Britain by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., Oyez House, Breams Buildings, Fetter Lane, London, E.C.4. Phone: Chancery 6855.
Agents—The United States and Canada: The Carswell Co., Ltd., 145-149 Adelaide Street West, Toronto, 1, Canada; Australia and New Zealand: The Law Book Co. of Australasia Pty., Ltd., 140 Phillip Street, Sydney, N.S.W.; India and Pakistan: N. M. Tripathi, Ltd., 164 Princess Street, Bombay.
Published Weekly, 1s. 9d. Friday, November 3, 1961 Registered at the G.P.O. as a newspaper